

## **Disney Standard Terms & Conditions for Portugal Media Sales (Effective June 15, 2025) (“Terms”)**

### **1. Definitions**

Unless otherwise expressly set out in these Terms or in a given Call-off Agreement, the following terms will have the following meanings unless the context otherwise requires:

<b>“Advertiser”</b>	means the legal entity specified as the Advertiser in a given Order;
<b>“Advertiser Brand”</b>	means a reference to the Advertiser or any of its affiliates or associated companies or the products or services of the Advertiser or such affiliated or associated companies and any associated name(s), logo(s), brand features and/or trademark(s) together with associated music, jingles or other soundtracks;
<b>“Advertiser IP”</b>	means any and all Intellectual Property Rights or other proprietary rights in the Advertiser Brand or otherwise owned by Advertiser or its licensors and featured in the Campaign Creative;
<b>“Advertising Partners”</b>	means any affiliate, vendor, subcontractor, agent or other third-party engaged by the Client or otherwise acting on its behalf to render, perform or provide advertising services for it including, without limitation, any ad network, ad exchange, demand-side partners or platforms (DSPs), trading desk and other media buyer, and any related third-party technical service provider;
<b>“Advertising Standards”</b>	means codes of practice issued by the Regulator and all other relevant industry codes of practice or voluntary standards in respect of advertising, sponsorship and other forms of promotion (as applicable) and any ruling, notes of guidance or bulletins issued by the Regulator or Clearance Body, in each case as amended, varied or replaced from time to time;
<b>“Agency”</b>	means the media buying agency, advertising agency or advertising purchase central (if there is one) acting on behalf of the Advertiser, as specified in a given Order;
<b>“Airtime Advertising”</b>	means linear broadcast advertising and sponsorship time available for the transmission of Campaign Creative;
<b>“Anonymous Information”</b>	means information that would be considered to be wholly anonymised or anonymous in accordance with the Data Protection Laws so that such information (i) is not considered to be Personal Data under the Data Protection Laws and (ii) remains anonymized;
<b>“Applicable Law”</b>	means any and all applicable laws, rules and regulations and codes of practice and advertising industry and self-regulatory codes, including but not limited to, any and all advertising and marketing, tax, labour, product safety, competition and/or fair-trade laws as awarded or superseded from time to time. Applicable Laws might vary according to the laws applicable in the jurisdiction in which a given Disney Media Platform operates. Currently, linear Disney Media Platforms in the Territory are operated under the laws of the Kingdom of Spain and the Disney+ streaming service in the Territory operates under the Laws of the Kingdom of the Netherlands;
<b>“Call-off Agreement”</b>	any media space purchasing agreement for space on Disney Media Platforms, concluded and performed under the framework provided by these Terms and subject to them;
<b>“Campaign Creative”</b>	means the Creative used to advertise or promote Advertiser Brand or the Advertiser’s products and/or services and transmitted, published or otherwise made available on the Disney Media Platforms set out in a given Order and which may include Custom Content;
<b>“Campaign”</b>	means the advertising campaign described in an Order, which a Client intends to display in Disney Media Platforms as described in the applicable Call-off Agreement;
<b>“Campaign Summary”</b>	means an attachment to an Order which details conditions applicable to the Campaign such Order relates to;
<b>“Campaign Data”</b>	means any data generated by a given Campaign;

<b>“Campaign Period”</b>	means the advertising or sponsorship campaign period set out in the applicable Call-off Agreement;
<b>“Campaign Start Date”</b>	means the advertising or sponsorship Campaign or ad flight start date as specified in the applicable Call-off Agreement;
<b>“Campaign End Date”</b>	means the final date of the applicable Campaign Period;
<b>“Clearance Body”</b>	means the relevant body responsible for the pre-clearance of broadcast or other advertising eventually subject to pre-clearance in the Territory;
<b>“Client”</b>	means the media buyer, which shall be either (a) an Agency acting on behalf of an Advertiser; or (b) where there is no Agency, the Advertiser;
<b>“Confidential Information”</b>	All information, regardless of how it is presented, stored, conveyed, which is disclosed by one of the Parties to the other Party, or to someone acting on its behalf, in the performance of these Terms or of any Call-Off Agreement, or because of their existence, that was either (i) classified, expressly or implicitly, as confidential or proprietary by the disclosing Party; (ii) that, according to its nature, purpose or to the circumstances in which it is disclosed, should, in a good-faith assessment, be regarded as confidential. Any disclosures made in the course of any prior discussions or negotiations relating to these Terms and/or any pursuant Call-Off Agreements, the content of any and all Orders submitted by the Client, the content of any Order Confirmation issued by Disney, the financial terms associated with their performance, including prices charged by Disney for displaying the Campaign Creative on the Disney Media Platforms, and additionally, any and all information conveyed by Disney to the Client or to someone acting on its behalf, shall be regarded as Confidential Information. Any Call-Off Agreement is in itself Confidential Information of each of the Parties separately;
<b>“CPM/CPA/CPC/CPL/CPCV”</b>	means the advertising inventory sold on a cost per thousand/cost per acquisition/cost per click/cost per lead Impression basis, if specified in the Call-Off Agreement;
<b>“Creative”</b>	means any and all advertising copy, artwork, Campaign Creative, materials, videos, blipverts, teaser content, audio visual clips, social posts, social engagement videos, sponsorship credits or other advertising, sponsorship or promotional content or material for the Campaign, including without limitation, any active URLs, banners, mobile display, referral websites or social media channels or platforms, video or video players, graphics, text, data, software, audio, sound or animated aspects and any content not usually visible to the viewer of whatever nature;
<b>“Custom Content”</b>	means Creative for the Campaign developed or produced by Disney or on its behalf for the Client as eventually set out in a particular Call-off Agreement or in an applicable Campaign Summary attached to the applicable Order;
<b>“Data Protection Laws”</b>	means the following laws as applicable from time to time, together with any amended or successor laws thereto, (a) the UK Data Protection Act 2018 and the Privacy and Electronic Communications Regulations 2003 and other national laws implementing the Data Protection Directive (95/46/EC) and the Directive on Privacy and Electronic Communications (2002/58/EC); (b) the General Data Protection Regulation (2016/679) (“ <b>GDPR</b> ”) and any subsequent Regulation which replaces any European Directive; and (c) any other national privacy and/or data security law or regulations relating to the processing of Personal Data, including where applicable the guidance and codes of practice issued by the UK Information Commissioner or such other regulator with competent authority;
<b>“Deadline”</b>	means the copy delivery or advance booking date which must be met in order to display, transmit or publish the Campaign Creative for the Campaign Start Date, to be defined in accordance with Clause 6.1.
<b>“Digital Advertising”</b>	shall mean forms of digital advertising including but not limited to: (i) display advertising; and/or (ii) audiovisual or other advertising that can be placed (without limitation) immediately before, after or during streaming content on Disney Media Platforms;

<p><b>“Disney Portugal” or “Disney”</b></p>	<p>The Walt Disney Company Portugal TF, Unipessoal, Lda., a limited liability company created in accordance the laws of Portugal, holder of the legal body number and Commercial Registry number 508806151, with the share capital of € 5.000 (five thousand euros) and with headquarters at Avenida da Liberdade, nr. 200, 5.th floor, right side, 1250-141 Lisbon, Portugal;</p>
<p><b>“Disney Guidelines”</b></p>	<p>means any and all advertising and sponsorship guidelines and Specifications published or otherwise issued by Disney from time to time and available on the following URL: <a href="https://www.disneyadvertising.com/mediakit/#guidelines">https://www.disneyadvertising.com/mediakit/#guidelines</a></p>
<p><b>“Disney Media Platforms”</b></p>	<p>means any and all advertising or media space being marketed in the Territory by Disney Portugal, existing on any Disney-branded (and including without limitation, Disney+ -branded, National Geographic Channel -branded, Star -branded, ESPN -branded) audiovisual media services, including television programming services, streaming services and/or associated digital/interactive platforms, websites and mobile applications, which are (i) owned, licensed, operated or controlled directly or indirectly by “<i>The Walt Disney Company</i>” and any of its subsidiaries; and, cumulatively, (ii) which Disney Portugal is mandated or authorized to market in the Territory. Currently, the Disney Media Platforms marketed by Disney Portugal in the Territory are the following: (a) Airtime Advertising included on the Star Channel, Star Movies, Star Life, Star Comedy, Star Crime, National Geographic, 24 Kitchen, Disney Channel and Disney Junior television programming services available in the Territory; (b) Digital Advertising shown on the Disney+ streaming service accessible on the Territory. The Disney Media Platforms a given Call-Off Agreement refers to must be specified in the applicable Order;</p>
<p><b>“Disney Segment”</b></p>	<p>means any audience segment that the Client or its Advertising Partners create using (a) Disney User Data, or (b) audience amplification algorithms based on Disney User Data or attributes which match the Disney Data (also known as ‘look alike’ audiences);</p>
<p><b>“Disney User Data”</b></p>	<p>means information or data including Personal Data (a) provided to Client or its Advertising Partners by Disney or any company belonging to the Walt Disney Family of Companies related to Disney customers or other users, and/or (b) collected from any user interaction with the Campaign Creative or in relation any user interaction with any Disney Media Platforms;</p>
<p><b>“Impressions”</b></p>	<p>means the number of times an ad server impression is registered in Disney’s advertising technology for a specific creative asset in the ad server;</p>
<p><b>“Intellectual Property Rights”</b></p>	<p>patents, utility models, rights to inventions, copyright and neighbouring and related rights, moral rights, trademarks and service marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets) and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world;</p>
<p><b>“Government Official”</b></p>	<p>means, regardless of rank or position: (a) any director, officer, or employee of any governmental entity, including any federal, state, county, municipal government, or similar department or agency (for example, members of a legislative body, judicial employees, administrative employees, government ministers or executives, police officers, fire fighters, tax authorities, military personnel, faculty or staff at public or state-run educational institutions, customs inspectors, and anyone who performs governmental functions); (b) any director, officer, employee, representative, or agent of any business that is substantially owned or controlled by a government, such as a state or public service broadcaster, or any business in which a government has a substantial stake; (c) any director, officer, or employee of any public international organization, such as the International Monetary Fund, International Olympic Committee, the European Union, or the World Bank; (d) any officer or employee of any political party or a candidate for public office; (e) representatives of certain sports governing bodies (subject to Disney discretion upon query by the Client); or (f) a spouse, parent, child, sibling, mother- or father-in-law, son- or daughter-in-law, brother- or sister-in-law, as well as</p>

people (other than household employees) who permanently reside in a person’s home, of any of the above-mentioned individuals.

<b>“Gross Rating Point” or “GRP”</b>	measure of the size of the audience reached by a particular Campaign, representing the total number of contacts for every 100 members of the target;
<b>“OBA Standards”</b>	means industry best practices including, without limitation, self-regulatory principles as directed by the Digital Advertising Alliance, Network Advertising Initiative, European Advertising Standards Alliance and the European Self-Regulatory Programme for Online Behavioural Advertising including the EASA Best Practice Recommendation on Online Behavioural Advertising and other Self-Regulatory Principles of the IAB Europe or such replacement codes and guidelines as published from time to time by any competent authority, including the rules on online behavioural advertising in Appendix 3 of the UK CAP Code and/or equivalent rules applicable in the Territory where the Campaign will be published;
<b>“Order”</b>	means either (a) Disney’s Sales Order form (also known as an Insertion Order or IO) completed by the Client; or (b) where Disney uses an online ad booking system, an authorized booking placed through such system; or (c) a media or advertising purchase order issued by a Client to Disney, under these Terms, setting out a media plan, or a promotional license agreement or other sponsorship or promotion agreement, which sets out the details of the Campaign, as a necessary step in the process leading to the conclusion of a Call-Off Agreement between the Client and Disney;
<b>“Order Confirmation”</b>	means either (i) the express written confirmation by Disney acknowledging and accepting a given Order submitted by the Client; or (ii) the written reply by Disney to a prior Order, setting out how that particular Order will be implemented/executed by Disney;
<b>“Personal Data”</b>	has the meaning ascribed to it under the Data Protection Laws, and shall further include any data or information that Client or its Advertising Partners process in connection with the Campaign that refers, is related to, or is associated with an identified or identifiable individual, including, but not limited to, any information that provides a precise geolocation of an individual; and any device ID or other persistent identifier that is or can be associated with other Personal Data, excluding Anonymous Information.
<b>“Platform Rules”</b>	means any and all advertising policies, standards or rules applied by any third-party social media or other platform or network;
<b>“Regulator”</b>	means any regulatory or governing body or other competent appointed from time to time to regulate advertising, sponsorship or promotional activity in the Territory or competent to regulate the applicable Disney Media Platform, including any national or supra-national court, the European Commission, any governmental or local authority, any other person exercising powers pursuant to any Applicable Law and in each case includes any successor or replacement body;
<b>“Social Talent”</b>	means bloggers, vloggers and other social media influencers or other talent engaged by Disney or its affiliates to participate in the Campaign as further detailed in a given Call-off Agreement;
<b>“Specification”</b>	means the technical creative and copy or other specifications for the Creative required by Disney (as may be updated from time to time) and provided to the Client;
<b>“Sponsorship Credits”</b>	means the still or animated sequences or other materials including the Advertiser Brand, which associates the Advertiser with the relevant Disney Media Platform and/or related Disney content thereon specified in the Order;
<b>“Tracking Technologies”</b>	means any cookies (browser-based or Flash cookies), tags, HTML, JavaScript, beacons, pixels, APIs or other programming, software code, macros in tracking URLs or similar technologies now known or hereafter developed that are designed, implemented or intended to track users’ online behaviour, activity or information or to track, monitor, collect or process Disney User Data;
<b>“Territory”</b>	the territories of Portugal, Angola, Guinea-Bissau, Saint Thomas and Prince, Mozambique and Cape Vert;

“Working Day” means Monday to Friday inclusive in each week, except any national holiday or any Lisbon municipal holiday. Campaign Creative delivered after 16h00m on a Working Day shall be deemed to have been received on the next Working Day.

## 2. Call-Off Agreements

- 2.1. These Terms together with a given Order, the applicable Order Confirmation, that Order’s acceptance by Disney, the Specifications, the Disney Guidelines and any special terms agreed between the parties in writing and set out in a particular Order or annexed to these Terms or to an Order (“**Special Terms**”) together form a Call-off Agreement between Disney and Client. These Terms shall apply to all media buys related to advertising, sponsorship or other promotional activity of the Client on Disney Media Platforms to the exclusion of all other terms and conditions including any terms and conditions which the Client may purport to apply under any purchase order, confirmation of order, invoice or other document, unless such variation has been previously agreed in writing by both parties. Unless stated otherwise in an Order or in a Campaign Summary attached to such Order and also on such Order’s Confirmation Order, these Terms may not fully cover co-branded promotions, sponsorships or other arrangement involving co-branded integration, Custom Content association and/or special productions or events (which shall be subject to such other terms that Disney may decide to apply), but may be used as the basis for the media components of such arrangements.
- 2.2. By placing an Order related with the purchase of media space on Disney Media Platforms with Disney, the Client expressly accepts in full these Terms. If the Client does not accept these Terms in full, it must not submit an Order to Disney. To the extent that there is any conflict between an Order, the applicable Order Confirmation issued by Disney, the Specifications, the Disney Guidelines, the Special Terms and these Terms, such conflict shall be settled considering the following order of prevalence: the Order Confirmation issued by Disney, the Special Terms to a particular Order, the Order, the Special Terms to these Terms, these Terms, the Specifications, the Disney Guidelines, unless other order of prevalence is agreed previously and in writing between the parties.
- 2.3. Where the Client is an Agency acting on behalf of an Advertiser, the Agency warrants and represents that:
  - 2.3.1. it contracts with Disney as principal and undertakes to perform all obligations under the Call-Off Agreement as principal, notwithstanding that it may also be acting as an advertising agency or media buyer or in some other representative capacity;
  - 2.3.2. it is authorised to represent and bind the Advertiser named in the Order;
  - 2.3.3. it undertakes to indemnify Disney against any loss arising from any claim by the Advertiser that it should not be bound by a Call-off Agreement made by the Agency or that the Agency does not or did not represent it;
  - 2.3.4. without prejudice to Clause 2.3.2, it has all relevant authority from the Advertiser that is necessary for the Agency to perform all its Client’s/Advertiser’s obligations under any Call-off Agreement, including all licenses and consents required to submit Order and enter into a Call-Off Agreement (including without limitation all necessary licenses and/or other rights to assign for or supply Disney with the Campaign Creative or other Intellectual Property Rights pursuant to the terms of any pursuant Call-off Agreement);
  - 2.3.5. without prejudice to the indemnities set out in Clause 18, it undertakes to indemnify Disney against any claims, liabilities, losses, damages, fees and expenses of any kind (including legal fees and costs) suffered or incurred by Disney as a result of the Agency’s breach of the warranties contained in this Clause 2.3, in Clause 16 or any claim or action made against Disney by the Advertiser and/or any of the Advertiser’s affiliates in relation to any matter under these Terms or any pursuant Call-off Agreement;
  - 2.3.6. it will be the responsibility of the Agency and not that of Disney to collect all monies owed to it. Payment by Advertiser to Agency, or lack thereof, shall not discharge either’s liability to Disney. The rights of Disney shall in no way be affected by any dispute or claim between Advertiser and Agency, including specifically, any claim or dispute related with the lack of payment by the Advertiser to the Agency. In addition, any fees associated with vendors which provide services to Clients (Agency or Advertiser) such as third-party ad serving, rich media ad serving, secondary serving or tracking, or any other vendors employed by Client shall be the sole responsibility of the Client and not Disney; and

2.3.7. it has complied with any disclosure obligations it has to the Advertiser in respect of agency commission earned or otherwise due under its arrangements with Disney.

### **3. Orders, Order submission, Order Confirmation and Order acceptance**

- 3.1. All requests for the display, transmission or other publication of Campaign Creative in Disney Media Platforms must be submitted to Disney under cover of, or otherwise associated with, an Order sent by the Client. Disney shall have no obligation to accept any Order or booking submitted by the Client. Disney is not liable for the failure to receive an Order, nor for its delayed, incomplete or undue reception. The Client is fully responsible for confirming the correct and timely reception of its Orders by Disney.
- 3.2. Every Order must be submitted to Disney by email, at least ten (10) Working Days prior to the Campaign Start Date, and must include in writing the following elements:
- 3.2.1. Identification of the Disney Media Platform(s) the Order refers to;
  - 3.2.2. Full legal identification of the Client, including full legal denomination, tax number, and address of headquarters;
  - 3.2.3. Full legal identification of the Advertiser (if different from the Client), including full legal denomination, tax number, and address of headquarters;
  - 3.2.4. Full legal identification of the entity responsible for the payment of the fees associated with the performance of the Order (if different from the Client), including full legal denomination, tax number, and address of headquarters;
  - 3.2.5. Description of the Advertiser Brand referenced by the Campaign outlined in the Order;
  - 3.2.6. Identification of agreed price discounts;
  - 3.2.7. Identification of the Campaign Creatives and their characteristics (length of the audiovisual materials to be displayed; format and dimensions of static formats);
  - 3.2.8. Identification of the media space opportunities available on the Disney Media Platforms; in the case of Airtime Advertising, such identification will be made via the inclusion of the associated program's code;
  - 3.2.9. Identification of the Campaign Start Date and Campaign Period;
  - 3.2.10. If applicable, description of the way the Airtime Advertising should be displayed on the applicable Disney Media Platform;
  - 3.2.11. Forecast of the Fees to be paid by the Client to Disney for the performance of the Order by Disney. For the purposes of such forecast:
    - 3.2.11.1. The forecast of GRP's should consider 20' GRP's or 30' GRP's exclusively;
    - 3.2.11.2. All data metrics in the assessment of GRP's shall be based on the generally accepted audience measurement data available on the Portuguese advertising market, currently provided by CAEM/GfK;
    - 3.2.11.3. Planning scope and Campaign assessment should be based on the "*Consolidado 1 dia*" metric;
    - 3.2.11.4. Target must have at least one hundred and fifty (150) representative cases within the sample; the use of any target with a lesser number of cases on the sample must be previously discussed with Disney and agreed to in writing by Disney;
    - 3.2.11.5. All audience measurement periods should consider the three (3) latest weeks of available data, with the exclusion of atypical time periods such as summer school holidays and Christmas time;
    - 3.2.11.6. A weighing of 80% must be used;
    - 3.2.11.7. The panel selected must in any circumstances be the best fit.
- 3.3. For the purposes of Clause 3.2.8 above, Disney will provide the Client with programming grids and programming codes for all commercial breaks and media Airtime Advertising opportunities available of Disney Media Platforms.

These grids and codes can be changed at Disney's discretion, but changes must be notified in advance to Client at least five (5) days prior to broadcast.

- 3.4. In the case of Airtime Advertising, Disney's Order Confirmation shall provide the Client with the suggested scheduling for the performance of the applicable Order, up to at least three (3) Working Days before the actual Campaign Start Date, considering available Airtime Advertising media space on the eligible Disney Media Platforms. If the scheduling intended for Airtime Advertising by the Client is not available, Disney's Order Confirmation will provide the Client with a counteroffer at its discretion, ensuring the Client's objectives. The Client has one (1) Working Day to object to or refuse Disney's Order Confirmation, and failure to do so in a timely manner or the lack of reply to such Confirmation Order shall be interpreted by both Parties its acceptance. Notwithstanding the foregoing, subject to acceptance by Disney and unless the Client wants to make use of special in-break positions in accordance with Clause 1.2.1 of Schedule I (Pricing and price list) and such requirement is expressly set out in the Order, the Campaign Creative shall be published on the relevant Disney Media Platform(s) during the Campaign Period in accordance with the terms set out in the Order, provided always that the placement and designation of any Campaign Creative or campaign positions shall at all times be determined by Disney in its sole discretion.
- 3.5. A legal binding Call-off Agreement between the Client and Disney specific to the performance of a given Order, pursuant to Clauses 2.1 and 3.4 above, will only exist at the earlier of:
  - 3.5.1. Acceptance of an Order by Disney, which itself will only exist at the earlier of:
    - 3.5.1.1. Express written confirmation by Disney of the full, unchanged acceptance of an Order;
    - 3.5.1.2. Acceptance by the Client of an Order Confirmation issued in accordance with Clause 3.4 above;
  - 3.5.2. the display, broadcast or other publication by Disney of any Campaign Creative referred to in such Order, unless otherwise agreed on the Order or applicable Order Confirmation.
- 3.6. Prior to the acceptance of any Order, Disney reserves the right to obtain credit approval from a third-party credit scoring agency in relation to the Client and the Client agrees that, where necessary, it will provide such information as is reasonably necessary to allow Disney to make such an assessment including periodic re-assessments at reasonable intervals. Order acceptance is subject to satisfactory credit approval. Disney may in its absolute discretion at any time grant credit (with or without conditions and/or limits) to the Client and withdraw credit previously granted to the Client and/or vary any conditions and/or limits applying to any credit. The Client will comply with the obligations contained in any agreement between it and Disney or any such third-party relating to the granting of credit by Disney (including specific terms of any bank guarantee that may be required to secure a credit facility) and the Client acknowledges that no information or report made by Disney or any third-party will in any way oblige Disney to grant credit (on particular terms or otherwise) to the Client.
- 3.7. Multi-territory/International deals: Disney is able to broker or otherwise make available through the network of companies belonging to the Walt Disney Family of Companies, media inventory opportunities in multiple territories. Unless otherwise agreed in the Order when Client or any of its global affiliates wish to purchase media inventory on Disney Media Platforms, and a member of the Walt Disney Family of Companies is able to provide such media inventory, the relevant parties will enter into a separate Call-off Agreement. Each Order will incorporate these Terms or any framework agreement entered into by the parties.

#### **4. Advertising Order cancellation, change or postponement**

- 4.1. Unless the Order is specifically marked as non-cancellable, the Client can request Disney the cancelation of any part of an Order related with advertising, in whole or in part, such cancellation being effective only if accepted in writing by Disney. The request for the cancellation of any such Order must be provided to Disney in writing beforehand, and provide the reasoning and justification for such request.
- 4.2. In the case such request is not approved by Disney, the cancellation request is not effective and will not be applied. Otherwise:
  - 4.2.1. In the case such request is received by Disney at least three (3) Working Days before the applicable Campaign Start Date, the Fees related with the part of the Order which was cancelled are not due by the Client;



- 4.2.2. In the case such request not received by Disney at least three (3) Working Days before the applicable Campaign Start Date, the Client is liable to pay Disney the Fees associated with the advertising integrated on the cancelled part of the Order whose display on the applicable Disney Media Platforms Disney is not able to prevent;
- 4.3. Notwithstanding the foregoing, the request for cancelation which is the result of a court decision or competent administrative body decision concluding that the Campaign Creatives as not fully compliant with Applicable Law does not entail the payment of Fees attributable to the advertising which is not actually displayed.
- 4.4. The Client can request Disney the change of the Campaign Creative of an Order, such change being effective only if accepted by Disney. Such request must be provided to Disney in writing beforehand.
- 4.5. In the case such request is not approved by Disney, the change request is not effective and will not be applied. Otherwise:
  - 4.5.1. In the case such request is received by Disney at least three (3) Working Days before the applicable Campaign Start Date, the length of the Campaign Creative can either be longer, shorter or of the same duration as the original Campaign Creative;
  - 4.5.2. In the case such request not received by Disney at least three (3) Working Days before the applicable Campaign Start Date, but is received and approved before the programming schedule of the applicable airtime days is locked, such change will only be possible if the duration of the Campaign Creative is equal to the duration of the original Campaign Creative;
  - 4.5.3. Otherwise, Disney must confirm that such change is operationally and technically possible, and if not the change request will be considered as a cancellation request, subject to Clauses 4.1 to 4.3.
- 4.6. Notwithstanding the foregoing, the request for a change of an Order which is the result of a court decision or competent administrative body decision concluding that the Campaign Creatives as not fully compliant with Applicable Law does not imply the payment of Fees attributable to Airtime Advertising which was not actually displayed.
- 4.7. The change of an Airtime Advertising Order's associated program's code is regarded as the presentation of a new Order, subject to Clause 3 above.
- 4.8. Disney is entitled to cancel, in whole or in part, an Airtime Advertising Order for technical or special programming reasons. In such cases, the Airtime Advertising which was canceled shall be booked with priority, if the Client accepts such booking and other associated conditions set by Disney, or the Client will be provided with alternative booking segments analogous to the originally intended, if available.
- 4.9. Client will remain liable to Disney for amounts due for any Custom Content or development thereof provided to Client or completed by Disney or its third-party vendor according to an Order canceled or changed in accordance with this Clause 4 prior to the effective date of termination. For Orders that contemplate the provision or creation of Custom Material, Disney will specify the amounts due for such Custom Material as a separate line item. Advertiser will pay for such Custom Content within thirty (30) days from receiving an invoice therefore. The Client acknowledges and agrees that Disney will have incurred costs and expenses relating to the provision of the Custom Content, including but not limited to costs in designing, developing and hosting, providing technical services and the production and licensing of content, including Disney content. Disney will invoice the Client for all such production costs incurred up until the date of termination within 30 days of the date of termination.

## 5. Client Obligations

Client agrees and undertakes as follows:

- (a) to pay the Fees due for the performance of any Call-off Agreement (and applicable VAT and sales taxes, and mandatory duties and levies) on the dates due for payment; if the Order specifies, in accordance with Clause 3.2.4, a third party as the entity responsible for the payment of the Fees associated with the performance of a given Call-off Agreement, the Client shall be jointly and severally liable with said third party for the payment of such Fees;
- (b) to provide to Disney for review, prior to acceptance and on or before the Deadline:

- (i) a copy of the Campaign Creative in the format specified in the Order and conforming to the Specifications and the Disney Guidelines;
  - (ii) any content or technology including any Tracking Technology associated with any Campaign Creative that may collect or process Campaign Data;
  - (iii) copies of any messages that a user might see when interacting with the Campaign Creative. This includes, without limitation, any error messages if the Campaign Creative fails to operate correctly, and any browser notice requesting user acceptance of any Tracking Technology;
  - (iv) any other information reasonably necessary, in Disney's discretion, in order to allow Disney to assess the suitability of the Campaign Creative;
- (c) to respond in good faith to questions raised by Disney in relation to any Campaign Creative in a timely manner. All technical and non-technical issues must be resolved to Disney's satisfaction prior to the delivery of any Campaign Creative to Disney and/or transmission or other communication to the public or publication; and
- (d) will not, and will not authorize others to, distribute, broadcast or utilize any Disney content unless expressly permitted under a particular Call-off Agreement or other promotional licence agreement.

## **6. Delivery of Campaign Creative**

6.1. Campaign Creative must be delivered to Disney by the following deadlines (the Deadline):

- 6.1.1. In the case of Airtime Advertising, at least four (4) Working Days before the Campaign Start Date and with the delivery antecedence set out in Schedule II (Delivery Deadlines for the Campaign Creatives).
- 6.1.2. In the case of other Advertising, at least ten (10) Working Days before the Campaign Start Date, unless specified otherwise in the applicable Call-off Agreement;

In exceptional cases Disney will endeavour but is not obliged to accept Campaign Creative delivered after the Deadline.

6.2. Delivery of Campaign Creative shall be deemed to have been made only when Disney's Guidelines and Specifications have been met and the relevant display, transmission or publication instructions have been given and agreed. The delivery must respect specifications set out directly or indirectly in Schedule III (Delivery Specifications for the Campaign Creatives), which will be regarded as Specifications for the purposes of these Terms. If Campaign Creative provided by Client is incomplete, or defective or does not comply with the Specifications, Guidelines or otherwise is unacceptable or unsuitable, Disney shall notify the Client who must supply alternative Campaign Creative at its own cost as soon as possible and in any case not later than the Deadline. Failure to do so will be regarded as an unjustified cancellation of the applicable Order, and the Client shall be liable in full for all Fees related with the cancelled Order.

6.3. The Campaign Creative for Airtime Advertising must be delivered exclusively via the web transfer platforms Adstream or Gofastway, in compliance with their terms and conditions, and include the following information:

- 6.3.1. Title;
- 6.3.2. Medium;
- 6.3.3. Duration;
- 6.3.4. Client;
- 6.3.5. Advertiser (if not the Client);
- 6.3.6. Authors of the Campaign Creative;
- 6.3.7. Producers of the Campaign Creative;
- 6.3.8. Directors of the Campaign Creative;
- 6.3.9. All information and documentation needed to verify its compliance with Applicable Law and other applicable contractual requirements.

6.4. In the event that the Campaign Creative is not delivered to Disney by the Deadline, Disney shall be under no obligation to observe the Campaign Start Date or fulfil the Order. In addition, where Campaign Creative is not



delivered and accepted by the Deadline, Disney reserves the right (at its sole discretion) to either: charge the Client the Fees agreed in full for the Campaign booked (whether or not any Campaign Creative is in fact transmitted or published) or rebook the Campaign Creative for a mutually agreed new Campaign period. In the case of Digital Advertising, if any Campaign Creative is delivered late after the Deadline, and Campaign Creative is subsequently transmitted, Disney shall have the right (in its discretion) to reduce Impressions on a daily pro-rata basis for each day the Campaign Creative was late, but Client shall be liable to pay the Fees without deduction or pro-rata reduction.

- 6.5. When subject to prior approval by the relevant Regulator or other Clearance Body in accordance with Applicable Law, the display on Disney Media Platforms of the Campaign Creative for advertising under these Terms must be preceded by such clearance.
- 6.6. Disney shall make reasonable endeavours to accommodate the Client's wishes to run different versions during a Campaign Period. However, Disney shall not be obliged to accept different versions and reserves the right at its absolute discretion to refuse Campaign Creative which promotes more than one product, except if previously agreed to and requested in the applicable Order. If in Disney's opinion any Campaign Creative promoting more than one product is the consequence of editing two or more advertisements with the purpose of taking advantage of reduced rates for Airtime Advertising of a greater time length, Disney reserves the right, at its absolute discretion, to charge such Airtime Advertising at a rate equivalent to that which Disney would have charged had the Campaign Creative for each product/service been submitted to it separately.
- 6.7. Reasonable care will be taken by Disney in respect of any materials provided by or on behalf of the Client to Disney whilst in the possession of Disney, but subject thereto, Disney cannot accept liability for any loss arising out of or in connection with any damage, loss, deletion or otherwise of the same (whether or not the same are in the possession of Disney or any third-party engaged by Disney) and Disney will be under no obligation to return any of the same to the Client or any other third-party. The Client will be responsible for ensuring that all materials provided by it are insured for full value and that nor Disney nor any company of the Walt Disney Family of Companies will have any obligation to put in place any insurance policy in respect of the same. Unless otherwise instructed Campaign Creative may be destroyed by Disney if not transmitted for a period of ninety (90) days without further notice.

## **7. Compliance with applicable requirements & right to reject**

- 7.1. Disney and/or the entities belonging to the Walt Disney Family of Companies which own the Disney Media Platforms have, and will at all times continue to have, complete editorial control of the Disney Media Platforms meaning that such entities will be solely responsible for the design, layout, look-and-feel, posting, scheduling and maintenance of any and all aspects of the Disney Media Platforms and content therein, including without limitation editorial policy and the display of the Campaign Creative. The Client acknowledges and agrees that Disney is entitled to, at its discretion, change the Disney Media Platforms, by way of adding, replacing or eliminating programming services and/or media platforms included therein, and that Disney and/or the entities belonging to the Walt Disney Family of Companies which own the Disney Media Platforms can change the Disney Media Platforms naming and/or their programming and/or editorial stance, without the need for prior authorization and/or notification to the Client. The Client should nonetheless be informed post event of the changes introduced.
- 7.2. Disney will decide in its sole discretion and for any reason whether or not to display, to remove and/or to block access to any Campaign Creative or other content. For clarity, Disney shall have final approval of the Sponsorship Credits to ensure compliance with any Applicable Law and any editorial requirements. Disney can elect to reject or cancel any Order, for instance, for legal, compliance, editorial, technical, operational or any other reasons.
- 7.3. The inclusion of product placement, branded content, plot placement or endorsements on linear Disney Media Platforms must be previously agreed to by Disney and be fully compliant with Applicable Law and Disney policies. Disney can elect to reject or cancel any such Order or related Call-off Agreement, for instance, for legal, compliance, editorial, technical, operational or any other reasons.
- 7.4. Except as otherwise expressly provided in these Terms, positioning of Campaign Creative, Advertiser Brand or Advertiser IP on any part of the Disney Media Platforms is at the sole discretion of Disney, and Disney will not be prohibited from also carrying advertisements for any product or business competitive to the product or business of the Advertiser. Disney does not warrant the date or dates of insertion of the Campaign Creative and does not



warrant that the Campaign Creative will not be displayed after the Campaign End Date specified. However, Disney will use reasonable endeavours to comply with the Client's requests on these regards. Although Disney will endeavor to avoid showing and/or airing advertising to competitive products or services of the Campaign's Advertiser Brand immediately before or after the airing or display of a particular Campaign Creative, no protection against proximity of advertising of competitive products or services to those of the Advertiser is guaranteed.

- 7.5. Campaign Creative will only be transmitted if approved by Disney, satisfy the Specifications and comply with the Disney Guidelines, Applicable Laws and Advertising Standards and in addition:
  - 7.5.1. all Campaign Creative including scripts and/or storyboards, must be submitted in advance to the Disney compliance team for provisional approval before transmission;
  - 7.5.2. all finished clocked Campaign Creative must be submitted to the Disney compliance team for approval before transmission; and
  - 7.5.3. approval by the Disney compliance team of any Campaign Creative shall not in any way prejudice Disney's right to reject any Campaign Creative.
- 7.6. Approval by Disney of any Campaign Creative will not be deemed to constitute an acceptance by Disney that such Campaign Creative is provided in accordance with these Terms, an opinion about its compliance with Applicable Law nor will it constitute a waiver of Disney's rights hereunder.
- 7.7. Disney reserves the right at any time in its absolute discretion to reject or otherwise not to display, transmit or publish (or to remove after publication) any Campaign Creative or any space reservation or position commitment applicable to the Campaign Creative, or any associated software code, or the website to which the Campaign Creative is linked if they do not comply with (i) the Specifications and/or the Disney Guidelines or (ii) where Disney believes that the Campaign Creative is unsuitable having regard to the age and profile of those viewing, visiting or otherwise using the relevant Disney Media Platform or interacting with the Campaign Creative and/or (iii) in Disney's sole reasonable judgment, any Applicable Law or Advertising Standards.
- 7.8. All broadcast or streamed programmes are subject to suspension or cancellation or placement at the sole discretion of Disney, or in response to any complaint or any regulatory adjudication, intervention, requirement or ruling. The Client hereby acknowledges and agrees that, unless agreed otherwise in the applicable Call-off Agreement, all Campaign Creative provided under these Terms and any Call-off Agreement pursuant to these Terms will be cleared for transmission across all the Disney Media Platforms and Disney may transmit the Campaign Creative across any or all the Disney Media Platforms (whether on a simultaneous basis or any other basis) without providing prior notice to the Client.
- 7.9. Disney reserves the right at its absolute discretion to do any act or thing in respect of the transmission, publication or positioning of any Campaign Creative or part thereof (including the fading, editing, or cutting thereof), where such Campaign Creative or part thereof is considered by Disney to be unsuitable for transmission and Disney shall not thereby incur any liability to the Client who shall have no claim whatsoever for damages or otherwise in respect of any non-transmission of any such Campaign Creative or part thereof; however, the Client shall remain liable in full to Disney for the Fees payable under these Terms or under the applicable Call-off Agreement, for such Campaign Creative. Disney reserves the right to redesign or modify the organisation, navigation, structure, "look and feel" and other elements of the Disney Media Platforms at its sole discretion at any time without prior notice.
- 7.10. Disney reserves the right at its absolute discretion not to accept any Order or any Campaign Creative, including but not limited to competitive advertisements that contain date, day or time specific or appointment to view references in either a verbal or visual context.
- 7.11. Disney reserves the right in its absolute discretion (and without incurring any liability) to decline to display, transmit or publish any Campaign Creative without giving any reason for declining but the Client shall not be liable to pay for any Campaign Creative which Disney declines to transmit provided such Campaign Creative has been delivered on time.
- 7.12. Disney shall not be held responsible for any addition to, changes in or deletions from any Campaign Creative required by any Regulator or Clearance Body or delays resulting therefrom.
- 7.13. Disney may at any time and without any liability to the Client, save as expressly provided in these Terms, stop transmission or publication of the Campaign Creative or otherwise cease to make available any of the Disney Media

Platforms or programmes or trailers or other content to comply with Applicable Laws, Advertising Standards or in response to any complaint or any regulatory adjudication, intervention, requirement or ruling.

## **8. Dates & Times of Transmission or Publication**

- 8.1. Disney does not guarantee that the Disney Media Platforms will be available or that the times and/or dates of display, transmission or publication of any content of the Disney Media Platforms will be adhered to. Disney shall incur no liability for any failure to display, transmit or publish all or any part of any Campaign Creative or for any failure to adhere to Campaign Creative rotation instructions, except that if a total failure to transmit is due to the fault of Disney, the Client shall not be charged.
- 8.2. Airtime Advertising appearing within thirty (30) minutes of the segment booked will normally be regarded as appearing within the segment. Campaign Creative booked for transmission at a specific time will be transmitted in the commercial break nearest to that time. In the case of Airtime Advertising appearing before or after the thirty (30) minute window referred to above, the Client can request the application of the Fees applicable to the segment in which the Airtime Advertising was originally scheduled to be broadcast.
- 8.3. Disney may at any time change the schedule (including timing, number and frequency) for transmission of the sponsored programme(s) or promotional trailers for the sponsored programmes and shall have no liability (including an obligation to reduce the Fees) to the Client arising out of or in connection with any such change or otherwise arising out of or in connection with the scheduling of any sponsored programmes or related trailers or in the event there are no such transmissions. Notwithstanding this, in the event where there are changes in the transmission schedule which in Disney's reasonable opinion materially affects the value of the sponsorship, Disney will seek to negotiate an appropriate reduction in the fees with the Client.

## **9. Custom Content Production & Social Talent Engagement Services**

- 9.1. Where detailed in a Call-off Agreement, Disney will (or will commission third parties, including the engagement of Social Talent to) create, develop and design Custom Content (which may be included in or associated with the Campaign Creative) to be transmitted, published, displayed or otherwise hosted on the Disney Media Platforms during the Campaign Period. Custom Content for NGC shall be commissioned, subject to separate Disney deal terms.
- 9.2. Disney will provide the Client with drafts or mockups of the Custom Content (or presentation of such materials as they would appear on the Disney Media Platforms) on such date set out in the Order or otherwise agreed by the parties separately in writing and before the start of the Campaign Period, in order for the Client to review and approve the presentation of the Advertiser Brand. Once the Client has approved, the Client will have no further right to require changes to or to approve any aspect of the Disney Media Platforms including but not limited to the design, layout, look-and-feel, posting and the display of Custom Content. If the Client does not approve before the start of the Campaign Period, then this will not prevent Disney from proceeding to commencing the Campaign on the relevant agreed commencement date set out in the Order.
- 9.3. Where the Campaign involves the engagement of Social Talent and the creation, development and production of Custom Content to be uploaded and/or published via the social channels set out in the applicable Call-off Agreement, Disney and Client shall mutually agree on the content of the Custom Content prior to upload or publication. Disney or its agents shall provide Client with a draft of the social post and/or the creative treatment for any custom video, one (1) rough cut and one (1) final edit of each video. Client shall be entitled to one (1) round of review and Notes for each element above. Client's review and requests for edits, modifications, or other changes to the creative treatment and/or rough cut of the applicable video shall be reasonable, timely, specific and provided in writing on an aggregated basis, incorporating such requests into a single round of notes ("**Notes**") and within two (2) Working Days of Disney's request for review unless the exigencies of production require faster turnaround, in which case Notes must be provided within twenty-four (24) hours of submission of such rough cut. Notes and/or approvals of the final cut of the applicable video must be provided to Disney within one (1) Working Day of Disney's request for review. The function of such final approval is for Agency to confirm that the changes specified in the rough cut Notes were made to Client's written specifications. If so, then no additional edits will be requested by either party. Disney shall provide Client with one (1) courtesy review of each social media post prior to upload for legal compliance review only. Due to the nature of the deliverable, live streams will not be reviewed but shall be provided in real time.

- 9.4. Where Disney commissions third parties, including the engagement of Social Talent to create, develop and design Custom Content to be transmitted, published, displayed or otherwise hosted on the Disney Media Platforms during the Campaign Period, Disney shall be responsible for ensuring such third-party labels the Custom Content with the appropriate marketing communication disclosures. Client shall be responsible for all other marketing communication disclosures and legal compliance including for any Custom Content produced by Disney for the Client.

## 10. Prize Competitions

- 10.1. Where the Campaign involves a prize draw, or competition or other consumer response mechanic the parties shall agree who shall be responsible for funding and administering the redemption and fulfilment of the prizes in the Call-off Agreement or otherwise separately in writing. The relevant party responsible shall ensure that prizes are sent out at its cost to winners promptly and not later than what is foreseen in either applicable law or the competition's rules and regulations.
- 10.2. In the event Disney receives any complaint from any prize competition entrant due to any delay or failure of the Client to fulfil delivery of the prize(s), Disney reserves the right (but is not obligated) to contact affected participants or winners directly and to obtain and deliver the prize(s) (where possible) to the winner(s) and recover all costs for the same from the Client.
- 10.3. If the prize(s) are being supplied by Disney and are not available for reasons outside of Disney's control, Disney will act in accordance with the competition's rules and regulations.
- 10.4. Where Client supplies prize(s) for distribution by Disney, Client warrants that the prize(s) are new, unused and compliant in all respects with the description of them provided to Disney, lawful to distribute and Client shall at all times be directly responsible to the winner(s) for any defects in the prize(s) and for any and all other obligations owed to the winner(s) in respect of the prize(s) in accordance with the Applicable Laws and Advertising Standards.
- 10.5. Where the Campaign Creative provides a link to a prize draw, or competition or other consumer response mechanic on the Advertiser's own website, Advertiser will solely be responsible for:
- 10.5.1. organizing all aspects of the activity, including, but not limited to, administration, redemption, fulfilment, and any costs associated with the same;
  - 10.5.2. ensuring that all relevant terms and conditions applicable to the activity are prominently displayed and made available to all participants for acceptance either prior to or at time of entry;
  - 10.5.3. selecting the required number of winners according to criteria which are compliant with applicable law and the competition's rules; and
  - 10.5.4. handling all customer and participant enquiries or complaints in connection with the activity.

## 11. Intellectual Property Rights

- 11.1. All intellectual property rights in the Advertiser IP and the Campaign Creative (excluding the Custom Content or any Disney Intellectual Property Rights incorporated therein) shall remain the property of the Advertiser.
- 11.2. The Client hereby, and by submitting an Order and delivering the Campaign Creatives, grants to Disney a non-exclusive, royalty-free, transferable license in the applicable Territory to reproduce, distribute, communicate to the public, make available to the public and display the Campaign Creative (including the Advertiser IP) of the applicable Order for the purpose of allowing Disney to comply with its obligations under these Terms and hereby authorizes Disney to display, transmit, make available or otherwise publish all Campaign Creative delivered pursuant to any Call-off Agreement, for as long as required for such compliance. Such license expressly includes:
- 11.2.1. the non-exclusive, royalty-free, transferable right in the applicable Territory to make reproductions of the Campaign Creative in the context of making legally compulsory off-air recordings and other reproductions necessary to ensure proof of compliance with Applicable Law;
  - 11.2.2. the worldwide, non-exclusive, royalty-free, transferable right to include such Campaign Creative in its portfolio and to disclose in all media all non-ad projects and Campaign Creatives with Custom Content, on the website <https://www.disneyadvertising.pt> or any other such website which might replace it.



- 11.3. The Client represents and warrants that it owns or obtained all necessary rights (regardless of their nature, such as privacy, right of image, other personality rights or Intellectual Property rights) to the Advertiser IP and the Campaign Creative, the Campaign Creative does not contain any viruses or other malicious code, the grant of rights to Disney and Disney's use of such Campaign Creative and Advertiser IP shall not violate any right(s) of a third-party, and Client agrees to defend, indemnify and hold harmless Disney and its agents from and against all damages, liabilities, losses, costs, and expenses (including reasonable attorneys' fees) relating to any claim, action, suit or proceeding brought by a third-party based on any actual or alleged breach by Client of its representations and warranties included in this paragraph or any actual or alleged infringement or misappropriation of such third-party's Intellectual Property Rights in connection with Disney's use of the Campaign Creative and Advertiser IP.
- 11.4. The Client grants to Disney the express right to reproduce throughout the world screen shots of all or part of the Disney Media Platform containing all or part of any of the Campaign Creative or otherwise featuring Advertiser IP on or in any promotional or advertising material or campaign promoting or advertising Disney or the Disney Media Platforms.
- 11.5. All legal and beneficial interest in any intellectual property rights relating to Custom Content or other materials provided by Disney for inclusion in the Campaign Creative and all such materials, video, audio, graphics, text, data or software provided by or on behalf of Disney for the purposes of these Terms (however excluding the Advertiser IP) and all templates, formats, documents, drawings and all other items produced, developed, utilised or supported by or on behalf of Disney remain the property of Disney. For the avoidance of doubt, where Disney pays a third-party to develop any Custom Content or Disney is authorised to use Custom Content produced by a Disney entity belonging to the Walt Disney Family of Companies and license those rights to the Advertiser, it shall be deemed to be supplied by or on behalf of Disney and remain the property of Disney for the purposes of these Terms. In the event Disney permits Client to edit Custom Content or to create derivative works from such Custom Content ("Client Edits"), such Client Edits shall be subject to review by Disney and/or Social Talent and shall be owned by Disney.

## 12. Pricing, Fees and Payment Terms

- 12.1. Pricing applicable to the advertising space or media space in the Disney Media Platforms is defined by Disney and either described in Schedule I (Pricing and price list) to these Terms (applicable on the date the advertising is actually displayed) or otherwise included in each Call-off Agreement. Fees to be paid by the Client for the purchase of Airtime Advertising on the Disney Media Platforms shall be calculated in accordance with such pricing. The pricing is inclusive of all costs and remuneration due for the performance, by Disney, of the applicable Call-off Agreement, with the express exclusion of value-added tax and any other fees, levies or duties which are compulsory in accordance with Applicable Law (such as the "*taxa de exibição*").
- 12.2. Pricing applicable to the advertising space or media space in the Disney Media Platforms can be changed unilaterally by Disney and must be notified to the Client at least thirty (30) days prior to entering into force. The Client is entitled to cancel pending Orders impacted by the pricing change, in accordance with the procedure and conditions set in Clause 4.
- 12.3. Notwithstanding the foregoing, at the start of negotiations with Agencies, Disney and each Agency might mutually agree on variable pricing model or establish *rappel* applicable to such Clients. *Rappel* will be a discount to normal pricing, which is related to the total amount of advertising or media space on Disney Media Platforms the Client commits before Disney to acquire in a given time period (usually, a calendar year).
- 12.4. The applicable Fees for any given Call-Off Agreement are stated in the Order and/or Order Confirmation. Payment by Client of the Fees in the currency outlined on the invoice (Euros, except if expressly agreed otherwise by Disney) will be due to Disney no later than thirty (30) days from the date of the invoice. The deadline is set in Disney's interest with respect to payment of any amounts due to Disney. Disney reserves the right to apply an interest charge on late payments at the rate set by Applicable Law to these Terms for commercial business transactions, in accordance with art. 102 of the Portuguese Commercial Code, on such amounts from the date such amounts were due until the date of actual payment and shall be without prejudice to any other rights or remedies Disney may have against the Client.
- 12.5. Unless otherwise agreed in writing, where Client does not satisfy Disney's credit rating requirements or does not otherwise comply with these Terms or any pursuant Call-Off Agreement, it will be required to pay the Fees in

advance not later than ten (10) Working Days prior to the scheduled Campaign Start Date, and in default of payment Disney shall be entitled, without prejudice to its right to be paid and other remedies for breach of contract, to refuse to display, transmit or otherwise publish the Campaign Creative.

- 12.6. Where the Fees are expressed to be a minimum investment, the Client guarantees that it will pay such sum by the end of the Campaign Period and the parties will separately agree a media plan which will allow flexibility to allocate to available inventory during that period. Disney reserves the right, upon prior written notice to the Client, to amend any Campaign media plan in the event that particular inventory placements listed in the media plan are removed or altered during the Campaign Period, provided that Disney replaces the affected inventory placements with inventory of equivalent value.
- 12.7. No further Orders will be accepted from Client when any Fees due to Disney under any Call-Off Agreement have been outstanding for more than ninety (90) days. Disney reserves the right to delay the Campaign Start Date or suspend display, transmission or publication (without prejudice to its right to be paid in full), until full payment is received in respect of any such outstanding Fees.
- 12.8. The existence of a query in any individual item in an account will only affect the due date of payment of that individual item. The Client must notify Disney of any query within thirty (30) days from receipt of the invoice, no dispute by the Client may be brought after this time. In the event of a query being resolved in favor of Disney, the item in query will be subject to the full rate of surcharge.
- 12.9. All payments shall be made in full and it shall not be open to the Client to make any deduction, retention or to claim any rights of set off, except if the parties agree to otherwise.
- 12.10. If the Agency is entering into a Call-off Agreement for and on behalf of the Client, and unless specified otherwise in the Order, all invoices shall be sent to the Agency as principal for payment.
- 12.11. Fees will be invoiced by Disney in accordance with Applicable Law, at the end of the calendar month following the month in which the advertising they relate to was displayed on the applicable Disney Media Platforms.
- 12.12. In a case where any Campaign exceeds one (1) calendar month in length, Disney may, at its option, issue several interim invoices for appropriate time periods during the Campaign Period. Where an Order is postponed, in whole or in part, for two (2) or more months, Disney may also, at its option, issue several interim invoices for appropriate time periods during the Campaign Period, in the amount due for the display of advertising taking place in the time period covered by the interim invoice.

### **13. Performance**

- 13.1. In the case of Digital Advertising, Disney shall use all reasonable endeavours to deliver the agreed number of Impressions (or specified delivery items, as the case may be) as set in the Call-off Agreement within the Campaign Period. Client acknowledges that Disney doesn't otherwise warrant performance, and cannot guarantee how, and to what extent advertising is consumed, advertising effectiveness, and/or the accuracy of underlying server data or server metrics. In the absence of specific agreement to the contrary in the Call-off Agreement, Disney reserves the right to determine in its discretion the precise placements and rotation of online ads. Disney shall make reasonable endeavours, where possible, to spread Impression volumes evenly over the Campaign Period.
- 13.2. For the avoidance of doubt, if any Campaign Creative is not distributed for any reason other than Disney's omission, Disney is not obligated to provide any makegood and shall have no further obligations with respect to such Campaign. In any event, Disney's obligations hereunder shall not extend beyond the Campaign Period; provided that notwithstanding the foregoing, Disney may extend the Campaign Period by notification (email shall suffice) to Client if the launch of the Campaign is delayed or the total number of agreed Campaign Impressions falls short of the number in the Order.
- 13.3. The Client acknowledges that performance measurements provided by Disney are the official, definitive measurements and no other measurements or usage statistics (including those of the Client or any other ad server) will be accepted by Disney (the "Controlling Measurement"). Even if both parties are tracking delivery, the measurement used for invoicing advertising fees under a Call-off Agreement will be determined by Disney's ad server, unless otherwise stated on the Call-off Agreement. In the event an alternative Controlling Measurement is explicitly noted and agreed to in the Call-off Agreement, Client agrees that for any third-party ad server to be used for Controlling Measurement, it must be certified as compliant with the IAB/AAAA Ad Measurement Guidelines and



Disney must pre-approve in writing any third-party ad server and secondary serving or tracking vendors of the Advertiser or Agency used for each Campaign. Client agrees that under no circumstances shall Disney be bound by any measurement or reporting provided by any non-preapproved vendor.

- 13.4. If Disney willfully or by negligence fails to transmit or publish the Campaign Creative in full then Disney shall either, as applicable (i) not invoice and demand the Client the payment of the proportion of the Fees pro rata to the reduced exposure; or, alternatively, (ii) repay a proportion of the Fees pro rata to the reduced exposure. The pro rata reduction in Fees or repayment shall be the limit of Disney's liability under these Terms.
- 13.5. Although Disney will make reasonable efforts to ensure that the Campaign Creative appears correctly, Client acknowledges that it is responsible for verifying that the Campaign Creative displays and operates correctly on the Disney Media Platform. In particular, (but without limitation) Disney will have no responsibility where a click-through to a URL (or online ad referring to a URL) fails to link correctly, or for a broken text link, where a click-through URL leads to an error message for the user. Furthermore, the Client agrees that it is solely responsible for matters such as color corrections, proper animation, and the quality of any sound. If, in the reasonable opinion of the Client, the Campaign Creative fails to display or operate correctly, then Client must notify Disney within three (3) days after the Campaign Start Date, in order to effect any corrective change. Disney will not normally make a charge for such changes provided that they are not excessive but reserves the right to make a charge if significant amounts of administrative work are required as it shall determine in its sole discretion.
- 13.6. If any Campaign Creative fails to display due to an omission by Disney, Client and Disney will use commercially reasonable efforts to agree upon the conditions of a makegood, either on a revised Order or otherwise in writing. If no makegood can be agreed upon, Disney shall determine in its sole discretion to either re-perform a part of the Campaign or extend the Campaign Period or issue a credit equal to the value of the under-delivered portion of the Call-off Agreement for which the Client was charged.
- 13.7. Where Campaign Creative cannot be transmitted, displayed or otherwise published because of unavailability of technical facilities, defect or breakdown of equipment or transmission facilities, labor dispute, government action, or any cause beyond the control of Disney, Disney's liability therefor shall be limited solely to cancellation of all charges to Client hereunder for such affected Campaigns and such failure shall not constitute a breach of these Terms nor of any Call-off Agreement.
- 13.8. In the case of Digital Advertising, if the requested number of Impressions set out in the Call-off Agreement has not been delivered in full ("**Under-delivery**") during the agreed Campaign Period, Disney reserves the right (subject to good faith discussion) to extend the Campaign Period in order to make the number of Impressions until the requested total is delivered, or work with the Client to lower Impressions, or move under-delivered value to other future Client Campaign placements, or bill for actual Impressions delivered.
- 13.9. In the case of Digital Advertising, in the event Client wishes to request a pause or otherwise take down Campaign Creative ahead of scheduled end date, Disney will endeavor to action such request as soon as possible but will require a minimum of one (1) Working Day's written notice. If pausing or take down causes Under-delivery of Impressions, Disney and Client will agree a mutually acceptable resolution that results in full delivery of the Impressions at a rescheduled date, and/or the full Fees booked for the Campaign Creative.
- 13.10. In the event Disney withdraws any rebate or discount Disney may re-invoice the Client during the current deal period and will apply a reasonable price adjustment to reflect the difference.
- 13.11. In the case of Airtime Advertising, if the GRP's actually delivered for a Campaign are less or more than those estimated to be delivered and paid for by a Client this will give rise to an airtime debt or credit, but shall only be claimable for period of 12 (twelve) months after the end of the applicable Campaign. In any event, at no time shall any Airtime Advertising debt or credit have any cash value or entitle either party to any cash payment from the other and the parties shall negotiate in good faith to agree a position to reconcile any shortfall through the normal course of trading arrangements.
- 13.12. Orders for Digital Advertising on services accessible via the internet target the Territory of Portugal exclusively, but might be seen in other EU Member States in accordance with applicable content portability rules.

## 14. Digital Advertising Reporting

- 14.1. Save in respect of Third-Party Served Ads, Disney will provide Client with a report on a monthly basis, unless otherwise agreed in the Call-off Agreement, detailing the number of Impressions and related digital delivery metrics (the “Report”). Client agrees to accept Disney internal reporting as the sole official basis for measuring the delivery of Impressions and acknowledges that it shall not be entitled to any further information beyond that set out in the Report.
- 14.2. Client may request in writing that the Campaign Creative may be served by a third-party and not Disney’s ad server as part of an Order (“Third-Party Served Ad”). The request must be accompanied by all relevant supporting documentation and information in accordance with this Clause and Clause 15 and within the deadlines set out in Clause 6. Requests will be reviewed on a case-by-case basis, and Disney reserves the right in its absolute discretion to refuse any such request.
- 14.3. Where permitted by Disney, Third Party Served Ads must comply with the following conditions:
  - 14.3.1. the ad server tags must be implemented so that they are fully functional;
  - 14.3.2. the online ads, once approved, may not be changed without prior written approval from Disney;
  - 14.3.3. any technical standards or other speed and/or volume requirements specified by Disney; and
  - 14.3.4. Client shall ensure that the third-party responsible for control over the servers on which the Third Party Served Ad is to be located will be responsible for providing accurate information of at least the same statistics as are typically provided by Disney to both to the Client and to Disney and shall disclose the applicable ad delivery measurement methodologies. In the case of dispute as to such statistics, Disney’s own statistical information as to the number of Impressions and digital delivery metrics allocated by Disney’s servers will be deemed to be accurate in the absence of manifest error.
- 14.4. Where a third-party ad server cannot serve the Campaign Creative, the Client shall immediately notify Disney and Disney at its option may elect to treat the Order as cancelled in accordance with these terms and Disney may use the inventory that would have been otherwise used for Disney’s own advertisements or advertisements provided by a third-party.

## 15. Data Protection & Tracking Technology

- 15.1. The Client will disclose to Disney any Tracking Technologies used by the Client or its Advertising Partners to collect or process Campaign Data or interactions on any Disney Media Platform, including consumer clicks or other interactions with any Disney website, app or content. Disney has the right to approve or reject the use of such Tracking Technologies in its sole discretion at any time. If approved, the Client may and hereby warrants and represents that it shall only use (or authorise Advertising Partners to use) Tracking Technologies for the purpose of measuring Impressions or conversions (for the purposes of attributing views, installs or other performance) and not for retargeting or precisely locate users or creating or appending data to any profile regarding any user (including, without limitation, the creation of look-a-like audiences), unless expressly agreed in writing by Disney (the “Approved Purposes”).
- 15.2. The parties agree and acknowledge that with respect to any Approved Purposes the relevant parties act as independent controllers (as defined in the Data Protection Laws) and shall each ensure that they and their Advertising Partners or other platforms or service providers process the Disney User Data in accordance with the Data Protection Laws. This means that each party independently determines the purposes and means for its respective processing of Disney User Data. Client hereby acknowledges that a Disney affiliate, the Walt Disney Company Limited, with its registered office at 3 Queen Caroline Street, Hammersmith, London W6 9PE, is the data controller of Disney User Data, and further acknowledges that Disney enters into the terms of this Clause 15 for the benefit of such Disney affiliate, which shall be deemed the controller of the Disney User Data and shall be entitled to enforce the terms of this Clause 15 as if it were Disney.
- 15.3. With respect to the parties respective responsibilities as data controllers (as defined by Data Protection Laws), each warrants that it shall collect and/or process the Disney User Data in a lawful manner accordance with the applicable Data Protection Laws and take all appropriate technical and organizational measures to protect against accidental or unlawful destruction or accidental loss, alteration, unauthorized disclosure or access, and to ensure the confidentiality, availability, integrity and confidentiality of the Disney User Data. In the event that Agency,

Advertiser or any Advertiser Partner suffers a security incident or has reasons to believe that a security incident has occurred that may have led to the loss or unauthorised disclosure of Disney User Data, then Client shall notify Disney without undue delay but no later than forty-eight (48) hours after becoming aware of the security incident. Client undertakes to take all necessary measures to investigate and mitigate the effects of the event. The parties shall cooperate in good faith in relation to the data breach.

- 15.4. Client agrees that any information or data (including, without limitation, Disney User Data, user volunteered data, performance data and site data) collected, accessed, tracked, generated, transmitted, retained, recorded, used or disclosed (collectively, “Processed”) by Client or any Advertiser Partner, including, without limitation, third-party ad servers and third-party ad verification vendors, is subject to Disney’s prior written approval and shall be for the sole purpose of measuring the frequency, reach, and/or effectiveness of the Campaign and not for any other purpose. Without limiting the foregoing, unless otherwise authorized by Disney in advance in writing, Client agrees that it will not, and will not cause any Advertiser Partner to (a) collect or use Disney User Data for the purpose of obtaining Personal Data, (b) use Disney User Data, end user information, alone or in combination with any other data, to personally (re-)identify, or attempt to personally (re-)identify, any end user, (c) aggregate, append, combine or enhance end user information with any other Personal Data, and (d) share or transfer information or data Processed by Advertiser, Agency and any Advertiser Partner with any third-party for such third-party’s use, other than by Advertiser or Agency to an Advertiser Partner to perform a Call-off Agreement. Client will, and will cause Agency and Advertiser Partners to, delete all information and Personal Data Processed in connection with the Campaign at the end of the Campaign or to aggregate and deidentify the Personal Data such that it can no longer be tied to Disney, Disney’s services or websites, or Disney’s end users.
- 15.5. Client agrees to (and shall procure that its Advertising Partners agree to):
  - 15.5.1. ensure that with respect to any processing of Campaign Data which it carries out or otherwise instructs an Advertising Partner to perform on its behalf then it and they shall post a privacy policy that: (a) complies with Applicable Laws, (b) accurately discloses the data collection, use and disclosure practices applicable to such processing, and (c) discloses the use of any third party used in its advertising delivery;
  - 15.5.2. provide, and in the case of Disney+ Orders (where technically possible) provide, end-users with a link to the Internet Creative Bureau's opt-out page at [www.youonlinechoices.com](http://www.youonlinechoices.com) so as to provide a notification to users relating to the use of Tracking Technologies which links at the user's option to further information which accurately discloses the use of such technologies (including for the purposes of interest-based online advertising) and user controls (through privacy policies or otherwise); and
  - 15.5.3. not transfer Disney User Data outside of the European Economic Area and/or the UK where such transfer would be prohibited by Data Protection Laws.
- 15.6. Each party agrees to comply with the terms of its own posted privacy polic(ies), the OBA Standards, and the EASA Best Practice Recommendation on Online Behavioural Creative and Self-Regulatory Principles of the IAB Europe (or such replacement codes and guidelines as issued from time to time and governing the use of Tracking Technologies) in connection with its and their activities related to these Terms.
- 15.7. Nothing in this Clause shall prevent the Client from using aggregate and anonymous performance data collected through Client's Tracking Technologies or combined with data from other advertisers for internal media planning purposes only (but not for user retargeting), or (where the Client is an Agency) disclosing qualitative evaluations of aggregate and anonymous performance data to its clients and potential clients for the purpose of media planning or purposes relating to its continued development of its business, and provided further that the neither the Client nor Agency shall disclose any such data to any third-party in a way that would identify Disney to such third-party.
- 15.8. Client acknowledges that Disney’s ad server will be responsible for ending a Campaign at the close of flight and Client will not cause a third-party ad server to end a Campaign. Client further acknowledges that any targeting or frequency capping will be expressly agreed to by Disney and Advertiser and Agency, set forth in the Call-off Agreement, and determined by Disney’s ad server. Client agrees not to implement any targeting or frequency capping using any third-party ad server.
- 15.9. Failure by either party to comply with the obligations set out in this Clause 15 is grounds for immediate cancellation of the Order or applicable Call-off Agreement by Disney.



## 16. Warranties and Representations

- 16.1. Each party represents and warrants that its representative entering into any Call-off Agreement has the full power and authority to do so and to bind the relevant party accordingly and it is duly organized, validly existing and in good standing under the laws of the jurisdiction in which it is incorporated, has been in continuous existence since its incorporation and has the right, power and authority and has taken all action necessary to execute, deliver and exercise its rights and perform its obligations under such Call-off Agreement.
- 16.2. Client warrants, represents and undertakes that:
- 16.2.1. it shall not use, or permit the use by any third-party, any Disney Intellectual Property except as expressly authorized by a particular Call-off Agreement;
  - 16.2.2. the Advertiser Brand, Advertiser IP, the Campaign Creative and any other activities of or content, copy or materials supplied by Client or its sub-contractors, agents or representatives or for which Client is responsible shall:
    - 16.2.2.1. comply with all Applicable Laws, the Advertising Standards, the OBA Standards, the nutritional Guidelines, any and all applicable Platform Rules and conform to any specifications provided by Disney;
    - 16.2.2.2. not infringe the Intellectual Property Rights, image, voice and equivalent rights, privacy rights, other personality rights and any payment of royalties or other third-party rights; and
    - 16.2.2.3. be of the highest quality and safe and free from defects in design, materials and workmanship and shall not contain any material that is unlawful, harmful, offensive, fraudulent, false, misleading, threatening, abusive, harassing, defamatory, vulgar, obscene, profane, hateful, racially, ethnically, or otherwise objectionable, including, without limitation, any material that encourages conduct that would constitute a criminal offence, give rise to civil liability, or otherwise violate any Applicable Law or the Advertising Standards.
  - 16.2.3. Where it or its designee is granted access to the Disney Media Platforms to serve, display or otherwise publish the Campaign Creative or other online advertising it shall at all times comply with the Data Protection Laws and will comply with Disney's current published privacy policy (including any published cookies policy) and not cause Disney to breach data protection or privacy law nor incur any liability to Disney or any other person whatsoever;
  - 16.2.4. it shall be solely responsible for ensuring that the description of the Advertiser Brand and/or the Advertiser's products and services featured in the Campaign Creative or the Custom Content including the depiction of the performance or functionality of such products and services shall comply with Applicable Laws, the Advertising Standards and shall not be misleading in any way. The Advertiser shall furnish Disney with adequate substantiation and suitable objective factual information and other data for all such descriptions or representations as Disney may reasonably request and to enable Disney to deal with any legal or other regulatory complaints raised in relation to the Campaign Creative;
  - 16.2.5. the Client shall confirm the version of these Terms applicable to any given Order placed before Disney;
- 16.3. Client further warrants, represents and undertakes that where it or its designee has provided material for the Campaign Creative or Custom Content (including any advertising or any content or material to which viewers or users can link through or any products or services made available to viewers or users through interaction with such advertising), except as expressly set out in a particular Call-off Agreement:
- 16.3.1. it has obtained or will be responsible for obtaining and paying for all Intellectual Property Rights and other third-party rights, and all appropriate consents, permissions, clearances and licences (including without limitation any and all music rights and performing rights including making any and all payments, re-use payments, royalties and other sums required to be paid to administrators of musical compositions and/or recordings synchronized with or used in the materials and all other music rights holders and musicians and/or applicable unions or collective societies, and any personal appearance rights) to permit the use, reproduction, display, transmission and distribution of such materials whether or not on Disney Media Platforms in the manner described in the Order or Call-off Agreement; and
  - 16.3.2. such materials shall comply with any specifications or technical requirements communicated by Disney, shall perform without any material error or defect, be of satisfactory quality, be free of any defects, shall

not contain viruses, spyware, malware, backdoors, Trojan horses or other software, algorithms or code intended to disrupt or harm computer or network systems or access data or systems and not affect the operation of the Disney Media Platforms or cause damage or harm to any use of the Disney Media Platforms.

- 16.4. Client acknowledges and agrees that if it becomes aware of any likelihood of any breach of warranty under this Clause, it will notify Disney immediately. Disney shall have the right (but not the obligation) to remove any materials from display, transmission, or publication on the Disney Media Platforms.
- 16.5. These Terms sets out the full extent of Disney's obligations and liabilities in respect of the rights granted hereunder. Except as expressly stated in a particular Call-off Agreement, there are no conditions, warranties, representations or other terms, express or implied, that are binding on Disney. Any condition, warranty, representation or other term which might otherwise be implied into, or incorporated in, these Terms and/or a particular Call-off Agreement whether by statute, common law or otherwise, is excluded to the fullest extent permitted by Applicable Laws.

## **17. Ethics and Compliance**

- 17.1. The Client represents, warrants and agrees (on behalf of itself, its vendors, and all other persons providing services to it or on its behalf in connection with any particular Call-off Agreement and, whenever the Client is not the Advertiser, on behalf of the Advertiser) that:
  - 17.1.1. it has not breached (and is not to its knowledge currently under investigation for or under suspicion of breach of) any applicable laws in relation to bribery (including, if applicable, the Penal Code [Portugal], the Bribery Act 2010 [United Kingdom], and the Foreign Corrupt Practices Act of 1977 [United States]), trade controls, sanctions or retaliation against whistleblowing (including, if applicable, legislation implementing the EU Whistleblowing Directive, such as Law nr. 93/2021, of December 20<sup>th</sup>, of the Portuguese Republic);
  - 17.1.2. it shall comply with all applicable laws in relation to bribery, trade controls, sanctions, and whistleblowing in connection with such Call-off Agreement. This provision does not limit the generality of any other provision of any such Call-off Agreement that requires compliance with applicable laws; and
  - 17.1.3. it shall employ adequate procedures to prevent or significantly reduce the risk of breach of applicable laws in relation to bribery, trade controls, sanctions and whistleblowing in connection with any Call-off Agreement. The Client shall also employ adequate procedures to allow workers and others to appropriately raise concerns about unethical or unlawful conduct in connection with any Call-off Agreement, and the Client shall ensure a reasonable non-retaliatory response to such concerns.
- 17.2. For the purpose of this Clause 17, "adequate procedures" may include (but are not limited to) such policies, processes, risk assessments, supply chain, due diligence, communications, training, monitoring, review and written records as are reasonable in the context of Client's business model, supply chain, and the Call-off Agreement.
- 17.3. Without limiting the generality of the obligations in 17.1, the Client represents, warrants and agrees that in connection with any Call-Off Agreement:
  - 17.3.1. if it anticipates receipt of a commission, rebate or similar incentive from Disney in connection with a given Call-off Agreement, then neither provision nor receipt of such incentive would be a breach of a contractual obligation (to any person), a generally applicable law, or industry best practice;
  - 17.3.2. shall not seek to book advertising on Disney Media Platforms properties from Advertisers controlled from or incorporated in Afghanistan, Belarus, Burma, Burundi, Central African Republic, Congo (Democratic Republic of), Cuba, Iran, Iraq, Korea (North), Lebanon, Libya, Mali, Nicaragua, Russia, Somalia, South Sudan, Sudan, Syria, Ukraine (inc. Crimea), Venezuela, Yemen, or Zimbabwe without the advance written consent of Disney, regardless of whether such transactions are lawful under Applicable Laws.
- 17.4. Upon request of Disney, the Client shall promptly supply a certificate confirming compliance with this Clause 17. The Client shall provide reasonable assistance to any audit or investigation initiated by Disney to verify compliance with this Clause 17. In the event that the Client knows or has reasonable cause to believe this Clause 17 has been breached, it must promptly inform Disney.



17.5. The parties agree that actual breach of this Clause 17 shall be considered a material/non-curable breach and give rise to an immediate right of termination by Disney of any Applicable Call-Off, at its sole discretion.

## **18. Indemnities**

18.1. Client shall, on demand, indemnify and hold harmless Disney, entities belonging to the Walt Disney Family of Companies, and their respective officers, directors, employees, sub-contractors and agents and each of them (“Disney Indemnified Parties”), from and against all losses, actions, claims, costs, liabilities, judgments, damages and/or expenses (including but not limited to reasonable legal fees, costs and expenses and any compensation, costs or disbursements incurred by or paid by Disney to compromise or settle any action or claim) whether reasonably foreseeable or not, incurred and arising from or relating to (a) any breach of any warranty given by the Client contained in these Terms, (b) any claim made against Disney or entities belonging to the Walt Disney Family of Companies for actual or alleged infringement of a third-party’s Intellectual Property Rights arising out of or in connection with any use of the Disney Media Platforms which is not in accordance with the rights granted under these Terms, (c) any breach or alleged breach by Agency, Advertiser or Advertiser Partners of any Data Protection Laws, and (d) the operation of the competition(s), including use or misuse by contestants of any prize and any user-generated content and shall add the Disney Indemnified Parties as indemnified and released parties in the official rules and any winner releases, waivers or prize claim documents.

18.2. Disney agrees to, and shall, indemnify, defend and hold harmless Client from and against any and all losses, actions, claims, costs, liabilities, judgments, damages and/or expenses (including but not limited to reasonable legal fees, costs and expenses) arising from any third-party claim that any Intellectual Property Rights provided by Disney and used in the manner prescribed by Disney infringes the copyright of any third-party.

18.3. The indemnification obligations in this Clause 18 are expressly conditioned on the indemnified party: (i) notifying the indemnifying party promptly in writing of each such claim, and in any case not later than ten (10) days after it receives notice of the claim; (ii) giving to the indemnifying party sole control of the defense and any settlement negotiations with regard to such claim; and (iii) giving the indemnifying party the information, authority, and assistance it needs to defend against or settle the claim PROVIDED ALWAYS that Disney will have sole control of the defense of third-party claims in relation to infringement of Disney licensed Intellectual Property Rights and Client shall be solely responsible for its own legal and other professional fees, costs and expenses with respect to the same.

18.4. In no circumstance, with the exception of willful or grossly negligent conduct, shall Disney be liable for any error in the Campaign Creative whatsoever whether through its own act or omission (whether negligent or otherwise) or through the incorrect presentation or codes for the Campaign Creative or otherwise and the Client hereby indemnifies Disney in respect of any claim, loss, damage or otherwise arising out of any error or omission in the Campaign Creative.

18.5. Client agrees that it may not, without Disney’s prior written consent (which shall not be unreasonable withheld or delayed), enter into any settlement or compromise of any claim that results in any admission of liability or wrongdoing on the part of Disney or its affiliates. It is understood and agreed that neither Disney nor any of its affiliates will be required, to edit or review for accuracy or appropriateness any Campaign Creative.

## **19. Liability**

19.1. Nothing in these Terms nor in any Call-off Agreement shall limit or exclude either party’s liability for (a) death or personal injury resulting from such party’s negligence, (b) fraud or fraudulent misrepresentation; or (c) any other liability that cannot be excluded or limited by Applicable Laws.

19.2. The aggregate liability of Disney or any Disney-related entity in respect of any loss or damage determined by a court to have been incurred by the Client and arising out of or in connection with a given Call-off Agreement (whether in contract (including the performance, non-performance or delayed performance by Disney of any obligations under or in connection with any Call-off Agreement), tort (including negligence), equity or for breach of statutory duty or in any other way), or otherwise arising from the Client’s exercise of the rights granted to it under the performance by Disney of a Call-off pursuant to these Terms, shall not exceed the Fee actually paid by the Client to Disney (or € 50,000 where any Fee has been waived), subject always to the remaining provisions of this Clause 19. This



limitation will not be applicable in the case of damages stemming from the non-performance or delayed performance of any such Call-off Agreement, which is either willful or attributable to gross negligence of Disney.

- 19.3. To the extent permitted by Applicable Laws, neither party shall be liable in any circumstances whether in contract (including the performance, non-performance or delayed performance of any obligations under or in connection with any Call-off Agreement), tort (including negligence), equity or for breach of statutory duty or in any other way) for:
- 19.3.1. any loss arising from or in connection with loss of revenues, profits, contracts or business or failure to realize anticipated savings (regardless of whether any of these types of loss or damage are direct, indirect or consequential); or
  - 19.3.2. any consequential loss or damage suffered or incurred by the other party and arising out of or in connection with any Call-off Agreement, even if such loss was reasonably foreseeable or that party had been advised of the possibility of the other party incurring it, provided always that this Clause shall not apply to (a) any infringement of Disney Intellectual Property Rights by Client or its agents or subcontractors or (b) any breach by either party of Clause 15 (Data Protection & Tracking Technology) or Clause 21 (Confidentiality and Publicity).
- 19.4. This Clause 19 shall not limit Client's liability to pay to Disney any payment properly owing to Disney pursuant any Call-off Agreement.
- 19.5. The limitations of liability in this Clause are a fundamental part of the basis of each party's bargain hereunder, and Disney would not enter into any Call-off Agreement absent such limitations.
- 19.6. The Client is liable towards Disney for any damages incurred by Disney because of the airing or displaying on the Disney Media Platforms a Campaign Creative which is found not to be fully compliant with Applicable Law or with rights of third parties.
- 19.7. The parties acknowledge that the rights and obligations of Disney under any Call-off Agreement are subject to Applicable Laws in force from time to time and accordingly in the event of any inconsistency between the terms of these Terms and Applicable Laws, the Applicable Laws shall prevail and Disney shall have no liability (save as provided in Clause 7) to the Client in the event that it is unable to perform any of its obligations hereunder as a result of the requirements of any Applicable Laws or change. If Disney fails to publish any Campaign Creative for any reason whatsoever or deliver any guaranteed Impressions as provided in the Call-off Agreement (or in the event of any other failure, technical or otherwise, of such Campaign Creative appearing as provided in such Call-off Agreement), Disney's liability will be limited (at the option of Disney) to either: publishing the Campaign Creative as soon as is reasonably practicable in the period following the period during which the Campaign Creative was scheduled to run on the Disney Media Platform or an alternative website and for such time as is necessary to generate a number of substitute Impressions equal to the shortfall; or refund to the Client that proportion of the net Fee which relates to that Campaign Creative and/or Impressions which were not provided or, if the relevant amounts were not paid by or on behalf of the Client, agree that such amounts will not be due or payable. In any event, and except when a specific provision of these Terms or a particular Call-Off Agreement foresee otherwise, Disney warrants that the Client is entitled to benefit from a *pro rata* compensation whenever there is a change on the publication or display of a Campaign Creative.

## 20. Term and Termination

- 20.1. These Disney Standard Terms & Conditions for Portugal Media Sales enter into force on 17 November 2024 and apply to Orders submitted and Call-off Agreements entered into after that date. These Terms replace the media sales terms in force up until that point and shall remain in force until they are expressly replaced or modified by Disney.
- 20.2. Each Call-off Agreement shall enter into force only after its completion, in accordance with Clause 3.5, unless specifically established otherwise in such Call-off Agreement, or the date Disney commences publishing the Campaign Creative (whichever is the earlier) and each Call-off Agreement shall continue in force and effect until the Campaign End Date unless terminated earlier pursuant to this Clause 20 (Term and Termination) of these Terms. Except as expressly set out in these Terms, any renewal of these Terms and acceptance of any additional advertising order will be at Disney's sole discretion. The Fees applicable to such renewal period (if any) are subject to change by Disney from time to time in its absolute discretion.



- 20.3. Either party may terminate any Call-off Agreement, upon written notice to the other party, at its discretion, if:
- 20.3.1. the other party commits a material breach of any Call-off Agreement (including of these Terms as applicable to such Call-off Agreement) and, if remediable, it fails to remedy such breach within ten (10) days after written notice from the other party requiring it to do so; or
  - 20.3.2. the other party commits any act of insolvency, including:
    - 20.3.2.1. inability of that party to pay its debts generally as they fall due; or
    - 20.3.2.2. any petition or action for relief is filed in respect of that party under any reorganization or insolvency law; or
    - 20.3.2.3. an application is made or steps are taken (formal or informal) for an administration order to be made in respect of that party for an arrangement or composition between that party and its creditors; or
    - 20.3.2.4. proceedings are started for, or a meeting is called for the consideration of, the winding-up, administration, dissolution or reorganization (otherwise than while solvent and on terms previously approved in writing) of that party, or for the appointment of a receiver and/or management (or an administrative receiver) for that party; or
    - 20.3.2.5. that party becomes the subject of any other judicial or administrative proceeding launched in good faith relating to its insolvency; or
    - 20.3.2.6. that party ceasing or threatening to cease to carry on business in accordance with these Terms or a particular Call-off Agreement; or
    - 20.3.2.7. any encumbrancer taking possession of a material part of the assets or undertaking of that party; or
    - 20.3.2.8. any event occurs, or proceeding is taken, with respect to the other party in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in paragraph 20.3.2.1 to 20.3.2.7 (inclusive) above.
- 20.4. Each party shall as soon as reasonably practicable give notice in writing to the other party of any event within Clause 20.3 which occurs during the Term and which would entitle the other party to terminate these Terms and any Call-off Agreement.
- 20.5. Disney shall additionally have the right to immediately terminate these Terms and any Call-off Agreement at its discretion, providing a written notice to the Client, if the Client: (i) fails to pay any sum due or to deliver any agreed Campaign Creative; (ii) engages in, or Disney becomes aware Client has engaged in or authorises or condones, any unlawful practice or in any practice which Disney believes in its reasonable judgment could cause disrepute to Disney, the Disney Media Platforms or the Disney licensed Intellectual Property Rights; or (iii) fails to meet its obligations on a regular basis, or acknowledges publicly and/or openly that it is not capable of performing them fully or in a timely fashion.
- 20.6. Any breach by Client of any of the warranties or representations made in these Terms and any Call-off Agreement — except when unproportionately insignificant in a given circumstance — shall constitute a material and repudiatory breach of such any Call-off Agreement which, in addition to and without prejudice to Disney's other rights and remedies under law or equity, shall allow Disney the right to, at its option: (a) declare such any Call-off Agreement breached by Client; (b) declare all Fees and any other monies then due hereunder for services rendered immediately due and payable; and/or (c) terminate such Call-off Agreement by notice to Client.
- 20.7. Neither party shall be deemed to be in breach of any Call-off Agreement or otherwise held responsible for loss or damage caused by delay or failure to perform undertakings hereunder (other than for non-payment by Client) when such delay or failure is due to an event of Force Majeure provided that the relevant event was beyond their control, prompt notice of such event is given, all reasonable steps (if any) to provide against such event had been taken and they used best endeavours to mitigate any damages arising from such event. "Force Majeure" means any event beyond the reasonable control of either Disney or the Client, as applicable, and shall include (but not by way of limitation) strikes, lockouts, riots, sabotage, acts of war, terrorism, hostilities or piracy, destruction of essential equipment by fire, explosion, storm, flood, earthquake, and delay caused by failure of power supplies or transport. If either party is prevented from performing its obligations under any Call-off Agreement for more than fourteen (14)

consecutive days as a result of an event of Force Majeure, the other party shall be entitled to suspend such Call-off Agreement; provided, however, that if any event of Force Majeure continues for three (3) consecutive months or more, either party shall have the right to terminate any affected Call-off Agreement without liability, by notice in writing to the affected party.

- 20.8. In the event of Disney's transmission or other media activities being restricted, curtailed or prevented by any law or any other act or thing beyond Disney's control, Disney may at any time, notwithstanding anything herein before contained, immediately terminate any Call-off Agreement in whole or in part without prejudice to Disney's right to be paid by the Client any monies due and owing by the Client to Disney at the time of termination.
- 20.9. Where any Client having sent an Order divests itself of a subsidiary company or business in any way related to that Order, Disney reserves the right to terminate the pursuant Call-off Agreement and recover the full benefit of such Call-off Agreement as against the original Client, as if such alienation had not occurred.
- 20.10. No termination of any Call-off Agreement will affect any provision of such Agreement expressed to have effect after such termination or any rights which either party may have against the other subsisting at or accrued prior to the time of termination.
- 20.11. In the event that any Call-off Agreement is terminated pursuant to this Clause 20, then without prejudice to its rights and remedies, Disney shall be under no obligation to publish the Campaign Creative or to refund any fee or other amounts paid by or on behalf of the Client to Disney in respect of such Campaign Creative.
- 20.12. Termination or expiry of any Call-off Agreement in whole or in part shall not affect any rights of any party in respect of any antecedent breach of the same Call-off Agreement by any other party, nor shall it affect any accrued rights or liabilities (or the coming into force of any accrued rights or liabilities) of any party.
- 20.13. Upon termination of a given Call-off Agreement for any reason:
  - 20.13.1. the Client shall remain liable for any amount due under such Call-off Agreement for Campaign Creative displayed by Disney and such an obligation to pay shall survive the termination of the said Call-off Agreement;
  - 20.13.2. at the request of Disney, the Client shall return all of Disney's statistics provided under such Call-off Agreement.

## 21. Confidentiality and Publicity

- 21.1. Any existing and executed non-disclosure agreement or confidentiality agreement is expressly incorporated into these Terms and will govern disclosure and handling of the parties' Confidential Information.
- 21.2. Subject to Clause 21.1 neither party shall divulge or announce, or in any manner disclose to any third-party, any of the terms and conditions of any Call-off Agreement or any other Confidential Information which either party may disclose to the other in connection with any Call-off Agreement, without the express written consent of the other party (which consent may be withheld in that party's sole discretion), except:
  - 21.2.1. to such extent as may be required by any Applicable Laws, government order or regulation or by order or decree of any court of competent jurisdiction, recognized stock exchange and in the event that disclosure is required in any such investigatory, legal, regulatory or administrative proceeding, the party required to make disclosure shall provide the other with the maximum prior notice practicable in the circumstances, so that the other party may seek a protective order or other appropriate remedy;
  - 21.2.2. as part of normal reporting or review procedure to the disclosing party's parent company, auditors (and in the case of Disney, any participants, talent or any third-party auditors representing such participants or talent unions or talent union pension and health plans, provided that such participants, talent and auditors have entered into confidentiality agreements in favour of Disney or its affiliates), shareholders, and legal representatives of the party that received Confidential Information from the other party; or
  - 21.2.3. to either party's or their affiliates' investors or to persons who are *bona fide* considering an investment in either party or their affiliates, provided that such persons have entered into confidentiality agreements in favor of the disclosing party or its affiliates;
  - 21.2.4. In the case of Disney, to other entities belonging to the Walt Disney Family of Companies, in the course of usual reporting or review procedures.



- 21.2.5. to the extent necessary for the submission of Campaign Creatives to a Clearance Body or other self-regulatory assessment or control system which assesses their compliance with Applicable Law.
- 21.3. The provisions of this Clause 21 shall not apply to any information which:
  - 21.3.1. is at the date of a given Call-Off Agreement in, or subsequently enters, the public domain, other than by default of the recipient party;
  - 21.3.2. is obtained by the recipient party from a *bona fide* third-party having free right of disposal of such information; or
  - 21.3.3. a party is able to demonstrate from written records to the reasonable satisfaction of the other party, has been independently generated by that party without reference to the other party's confidential information.
- 21.4. The parties expressly agree that there shall be no announcements, press releases, comments or discussions, directly or indirectly, with or to any third-party, whether public or otherwise, oral or written, regarding any of the terms and conditions of either these Terms and/or of any Call-off Agreement or its subject matter or the fact that a given any Call-off Agreement has been entered into, without both parties' prior written consent (email sufficing), except as may be required by law, any governmental or regulatory authority, any court or other authority of competent jurisdiction. Insofar as public announcements or press releases are concerned, no disclosure whatsoever shall occur unless and until the text thereof has been mutually agreed by the parties. It is also understood and agreed that the appropriate strategy for responding to the press on matters which concern Disney shall be subject to Disney's approval, in Disney's sole and absolute discretion.
- 21.5. Each party shall keep confidential all Confidential Information disclosed to it by the other whether relating to each Order or otherwise relating to the content or operation of any Call-off Agreement, employing all measures necessary to avoid its unauthorized disclosure. Each party will only disclose Confidential Information to those of its employees, officers, approved sub-contractors and agents who (i) need to know it for the purpose of exercising or performing its rights and obligations under a given Call-off Agreement (ii) are informed of the confidential nature of the information divulged and (iii) agree to act in compliance with the confidentiality provision emerging from such Call-off Agreement.
- 21.6. Notwithstanding any other provision of these Terms or of a Call-off Agreement, it shall not be a breach of a Call-off Agreement for either party to disclose any information given to it in connection with such any Call-off Agreement pursuant to a court order or a binding request from a regulatory (or other analogous) authority with jurisdiction or from any other third-party with statutory power to require the disclosure of such information, provided that the affected party gives all reasonable notice of such disclosure to the other party.
- 21.7. Save to the extent required by Applicable Laws or any Regulator the Client will at all times during and after any Call-off Agreement keep the provisions of such Call-off Agreement and any Confidential Information or commercially sensitive information acquired from the other confidential and shall not disclose the same to any third-party.
- 21.8. No reference shall be made to these Terms nor to the terms of any Call-off Agreement by either party in any advertising, publicity or promotional material without the prior written approval of the other party. The parties agree that neither party will publicise the fact of any Call-off Agreement nor make any public comment or press statement in relation to any aspect of the relationship between the parties or any dispute arising between them unless the form of such comment or statement is agreed in advance by the parties in writing. Advertiser shall not state or imply that Disney endorses Advertiser's products or services. Advertiser shall not submit any Custom Content for any award, prize, honour or similar recognition without Disney's prior written consent.

## 22. Regulator or Consumer Complaints and Investigations

- 22.1. In the event either party receives a complaint, investigation, claim or any information request from any Regulator or consumer in connection with the Campaign Creative or related marketing materials, Client acknowledges and agrees:
  - 22.1.1. it shall not respond to the request without the other party's written consent and shall immediately notify the other party providing full written particulars and copies of all correspondence together with a report on the manner in which such complaints are being, or have been, dealt with and shall comply with any reasonable directions given by the other party in respect thereof; and

- 22.1.2. the parties shall promptly consult with one another to agree an appropriate response and/or to conduct a defence to any claim always provided that with respect to any issue solely related to Intellectual Property Rights belonging to Disney, Disney shall decide in its absolute discretion what action (if any) to take and will have exclusive control over, and conduct of, all correspondence, claims and proceedings. During such consultation the Client shall not make any admissions or respond to any such request and shall provide Disney will all assistance (at Client's cost) that it may reasonable require to deal with the request. Client acknowledges and agrees that Disney's response or approval of any correspondence in connection with the request shall not constitute an opinion as to its legal adequacy or appropriateness.
- 22.2. In the event the request results in any adjudication which determines that the Campaign Creative or any element of any related marketing materials breaches the Applicable Laws at any time during or after the Campaign Period, Client shall, at its sole cost and expense, immediately terminate the Campaign Creative campaign and cease (and shall not continue or seek to extend the Campaign Period) the dissemination, exhibition or use of the affected Campaign Creative or related marketing materials. Any replacement promotion, advertising support or related marketing materials may be substituted provided they are compliant with Applicable Laws and the relevant adjudication and have been approved for use by Disney in writing. Disney shall not incur any liability to Client with respect to any complaint, investigation, claim or any information request and Client shall remain liable to Disney for the delivery of any advertising support or other commitment without any limitation.

### 23. General

- 23.1. Nothing in these Terms nor in any Call-off Agreement shall be so construed as to constitute the Client and Disney as principal or agent, employer or employee, partners or joint venturers, nor shall any similar relationship be deemed to exist between the parties. Neither party shall have any power to obligate or bind the other party.
- 23.2. The failure to exercise or delay in exercising a right or remedy provided by these Terms or by a given Call-off Agreement or by law does not constitute a waiver of such rights or remedies. A waiver of a breach of any term of these Terms or of a given Call-off Agreement or a default under a given Call-off Agreement does not constitute a waiver of any other breach or default and shall not affect the other terms of these Terms, other terms of the same Call-off Agreement or the terms of a different Call-off Agreement. If any portion of a given Call-off Agreement is deemed unenforceable by a court of competent jurisdiction, the remaining portion shall be valid and enforceable.
- 23.3. While every endeavour will be made to give two (2) weeks' notice in respect of changes of these Terms, Disney reserves the right to make such changes at shorter notice, yet reasonable. Unless otherwise agreed between the parties in writing, in the event of such a change, the terms and conditions applicable to the performance of a given Call-off Agreement shall be those in force at the time of transmission or publication. The Client shall (by serving written notice on Disney within one (1) week of receiving notice of such a change) be entitled to cancel any Order to which the change of terms and conditions would otherwise be applicable.
- 23.4. Client may not assign any Call-off Agreement, in whole or in part, by operation of law or otherwise, without Disney's prior written consent. Any attempt to assign any Call-off Agreement contrary to this provision will be null and void.
- 23.5. The Client may not re-sell, assign or transfer any of its rights hereunder, and any attempt to re-sell, assign or transfer such rights will entitle Disney to terminate any Call-off Agreement immediately, without liability on the part of Disney. Disney shall be entitled to assign any Call-off Agreement any of its rights and obligations hereunder to any entity belonging to the Walt Disney Family of Companies or to any other person, unless not permitted by Applicable Law.
- 23.6. Any notices under any Call-off Agreement will be sent by confirmed email, fax, nationally recognised express delivery service, or certified or registered mail to the address of the relevant party set out in the applicable Order. Notice by email (provided no 'out of office message' is sent) or confirmed facsimile or express delivery service will be deemed received and effective on the date sent. Notice by certified or registered post will be deemed received and effective five (5) days after posting.
- 23.7. Where the parties agree that a Call-off Agreement is a barter transaction, VAT invoices will be exchanged at a time and for a value to be separately agreed.
- 23.8. Any Call-off Agreement made pursuant to these Terms is formed by these Terms, the Specifications, the Disney Guidelines, the Order, the Order Confirmation and any Special Terms and is the complete and exclusive agreement between the parties with respect to the subject matter hereof, superseding and replacing any and all prior



agreements, communications, and understandings (both written and oral) regarding such subject matter. Unless otherwise expressly agreed to in writing by Disney and Client, any order concurrent herewith or subsequently hereto issued by Client to Disney shall be deemed an Order pursuant to and subject to these Terms.

23.9. These Terms and any pursuant Call-off Agreements will be governed by and construed in accordance with the laws of Portugal and the parties agree to be bound by the exclusive jurisdiction of the Portuguese courts.

## Schedule I Pricing and price list

### 1. Pricing applicable to Airtime Advertising.

#### 1.1. Price tables

The prices applicable on the date the Terms entered into force are described below. The most up-to-date price tables can be found on the following URL: <https://www.disney.pt/rate-card-en>

<b>STAR CHANNEL</b>															
TP	TIME SLOT	5"	6"	8"	10"	15"	20"	25"	30"	35"	40"	45"	50"	55"	60"
22	02:00 - 03:00	312,14	354,98	443,75	523,73	705,62	819,11	877,90	905,80	1 183,97	1 446,74	1 767,85	2 049,64	2 322,83	2 632,35
6	03:00 - 08:00	54,43	61,90	77,38	91,33	123,04	142,83	153,09	157,95	206,46	252,28	308,27	357,41	405,05	459,02
7	08:00 - 10:00	62,20	70,74	88,43	104,37	140,62	163,24	174,95	180,51	235,94	288,31	352,30	408,46	462,90	524,58
10	10:00 - 13:00	91,67	104,25	130,32	153,81	207,23	240,56	257,83	266,02	347,71	424,89	519,19	601,95	682,18	773,08
17	13:00 - 18:00	173,75	197,60	247,01	291,53	392,77	455,95	488,67	504,20	659,04	805,31	984,05	1 140,90	1 292,97	1 465,26
28	18:00 - 21:00	471,76	536,52	670,68	791,57	1 066,47	1 238,00	1 326,85	1 369,02	1 789,45	2 186,60	2 671,92	3 097,82	3 510,71	3 978,51
42	21:00 - 24:00	820,24	932,82	1 166,09	1 376,26	1 854,22	2 152,46	2 306,94	2 380,25	3 111,23	3 801,74	4 645,54	5 386,04	6 103,92	6 917,25
40	24:00 - 25:00	743,98	846,10	1 057,67	1 248,31	1 681,83	1 952,35	2 092,46	2 158,96	2 821,98	3 448,29	4 213,64	4 885,29	5 536,44	6 274,15
30	25:00 - 26:00	506,32	575,82	719,81	849,56	1 144,59	1 328,70	1 424,06	1 469,31	1 920,54	2 346,78	2 867,65	3 324,75	3 767,90	4 269,96

<b>STAR LIFE</b>															
TP	TIME SLOT	5"	6"	8"	10"	15"	20"	25"	30"	35"	40"	45"	50"	55"	60"
22	02:00 - 03:00	312,14	354,98	443,75	523,73	705,62	819,11	877,90	905,80	1 183,97	1 446,74	1 767,85	2 049,64	2 322,83	2 632,35
6	03:00 - 08:00	54,43	61,90	77,38	91,33	123,04	142,83	153,09	157,95	206,46	252,28	308,27	357,41	405,05	459,02
6	08:00 - 10:00	54,43	61,90	77,38	91,33	123,04	142,83	153,09	157,95	206,46	252,28	308,27	357,41	405,05	459,02
6	10:00 - 13:00	54,43	61,90	77,38	91,33	123,04	142,83	153,09	157,95	206,46	252,28	308,27	357,41	405,05	459,02
14	13:00 - 18:00	137,51	156,38	195,48	230,72	310,84	360,84	386,74	399,03	521,57	637,33	778,79	902,93	1 023,27	1 159,62
23	18:00 - 21:00	343,77	390,96	488,72	576,81	777,13	902,13	966,87	997,60	1 303,96	1 593,37	1 947,02	2 257,37	2 558,25	2 899,13
31	21:00 - 24:00	529,22	601,86	752,36	887,97	1 196,35	1 388,78	1 488,45	1 535,75	2 007,38	2 452,90	2 997,32	3 475,10	3 938,28	4 463,04
28	24:00 - 25:00	471,76	536,52	670,68	791,57	1 066,47	1 238,00	1 326,85	1 369,02	1 789,45	2 186,60	2 671,92	3 097,82	3 510,71	3 978,51
28	25:00 - 26:00	471,76	536,52	670,68	791,57	1 066,47	1 238,00	1 326,85	1 369,02	1 789,45	2 186,60	2 671,92	3 097,82	3 510,71	3 978,51

<b>STAR CRIME</b>															
TP	TIME SLOT	5"	6"	8"	10"	15"	20"	25"	30"	35"	40"	45"	50"	55"	60"
3	02:00 - 03:00	34,79	39,56	49,46	58,37	78,64	91,29	97,84	100,95	131,95	161,24	197,02	228,43	258,88	293,37
1	03:00 - 08:00	26,19	29,79	37,24	43,95	59,21	68,74	73,67	76,01	99,35	121,40	148,35	172,00	194,92	220,89
3	08:00 - 10:00	34,79	39,56	49,46	58,37	78,64	91,29	97,84	100,95	131,95	161,24	197,02	228,43	258,88	293,37
3	10:00 - 13:00	34,79	39,56	49,46	58,37	78,64	91,29	97,84	100,95	131,95	161,24	197,02	228,43	258,88	293,37
11	13:00 - 18:00	105,38	119,84	149,81	176,81	238,22	276,53	296,38	305,80	399,71	488,42	596,83	691,96	784,19	888,69
14	18:00 - 21:00	137,51	156,38	195,48	230,72	310,84	360,84	386,74	399,03	521,57	637,33	778,79	902,93	1 023,27	1 159,62
19	21:00 - 24:00	229,04	260,48	325,61	384,30	517,76	601,04	644,18	664,65	868,76	1 061,58	1 297,20	1 503,97	1 704,43	1 931,54
11	24:00 - 26:00	105,38	119,84	149,81	176,81	238,22	276,53	296,38	305,80	399,71	488,42	596,83	691,96	784,19	888,69

## ST★R COMEDY

TP	TIME SLOT	5"	6"	8"	10"	15"	20"	25"	30"	35"	40"	45"	50"	55"	60"
10	02:00 - 03:00	91,67	104,25	130,32	153,81	207,23	240,56	257,83	266,02	347,71	424,89	519,19	601,95	682,18	773,08
1	03:00 - 08:00	26,19	29,79	37,24	43,95	59,21	68,74	73,67	76,01	99,35	121,40	148,35	172,00	194,92	220,89
3	08:00 - 10:00	34,79	39,56	49,46	58,37	78,64	91,29	97,84	100,95	131,95	161,24	197,02	228,43	258,88	293,37
3	10:00 - 13:00	34,79	39,56	49,46	58,37	78,64	91,29	97,84	100,95	131,95	161,24	197,02	228,43	258,88	293,37
13	13:00 - 18:00	122,02	138,77	173,47	204,73	275,84	320,20	343,18	354,09	462,83	565,55	691,08	801,23	908,03	1 029,02
15	18:00 - 21:00	155,07	176,36	220,46	260,19	350,55	406,94	436,14	450,00	588,20	718,74	878,27	1 018,26	1 153,98	1 307,75
21	21:00 - 24:00	280,50	319,01	398,78	470,65	634,11	736,10	788,93	814,00	1 063,98	1 300,12	1 588,68	1 841,92	2 087,42	2 365,57
15	24:00 - 26:00	155,07	176,36	220,46	260,19	350,55	406,94	436,14	450,00	588,20	718,74	878,27	1 018,26	1 153,98	1 307,75

## ST★R MOVIES

TP	TIME SLOT	5"	6"	8"	10"	15"	20"	25"	30"	35"	40"	45"	50"	55"	60"
15	02:00 - 03:00	155,07	176,36	220,46	260,19	350,55	406,94	436,14	450,00	588,20	718,74	878,27	1 018,26	1 153,98	1 307,75
1	03:00 - 08:00	26,19	29,79	37,24	43,95	59,21	68,74	73,67	76,01	99,35	121,40	148,35	172,00	194,92	220,89
3	08:00 - 10:00	34,79	39,56	49,46	58,37	78,64	91,29	97,84	100,95	131,95	161,24	197,02	228,43	258,88	293,37
3	10:00 - 13:00	34,79	39,56	49,46	58,37	78,64	91,29	97,84	100,95	131,95	161,24	197,02	228,43	258,88	293,37
13	13:00 - 18:00	122,02	138,77	173,47	204,73	275,84	320,20	343,18	354,09	462,83	565,55	691,08	801,23	908,03	1 029,02
18	18:00 - 21:00	201,39	229,04	286,31	337,91	455,27	528,50	566,42	584,43	763,90	933,44	1 140,62	1 322,44	1 498,70	1 698,40
28	21:00 - 24:00	471,76	536,52	670,68	791,57	1 066,47	1 238,00	1 326,85	1 369,02	1 789,45	2 186,60	2 671,92	3 097,82	3 510,71	3 978,51
21	24:00 - 26:00	280,50	319,01	398,78	470,65	634,11	736,10	788,93	814,00	1 063,98	1 300,12	1 588,68	1 841,92	2 087,42	2 365,57

## 24 Kitchen

TP	TIME SLOT	5"	6"	8"	10"	15"	20"	25"	30"	35"	40"	45"	50"	55"	60"
3	02:30 - 09:00	34,79	39,56	49,46	58,37	78,64	91,29	97,84	100,95	131,95	161,24	197,02	228,43	258,88	293,37
3	09:00 - 12:30	34,79	39,56	49,46	58,37	78,64	91,29	97,84	100,95	131,95	161,24	197,02	228,43	258,88	293,37
3	12:30 - 14:30	34,79	39,56	49,46	58,37	78,64	91,29	97,84	100,95	131,95	161,24	197,02	228,43	258,88	293,37
10	14:30 - 16:30	91,67	104,25	130,32	153,81	207,23	240,56	257,83	266,02	347,71	424,89	519,19	601,95	682,18	773,08
10	16:30 - 19:00	91,67	104,25	130,32	153,81	207,23	240,56	257,83	266,02	347,71	424,89	519,19	601,95	682,18	773,08
10	19:00 - 21:00	91,67	104,25	130,32	153,81	207,23	240,56	257,83	266,02	347,71	424,89	519,19	601,95	682,18	773,08
12	21:00 - 24:00	110,27	125,41	156,77	185,02	249,28	289,38	310,14	320,00	418,27	511,10	624,54	724,10	820,61	929,95
7	24:00 - 26:30	62,20	70,74	88,43	104,37	140,62	163,24	174,95	180,51	235,94	288,31	352,30	408,46	462,90	524,58

## NATIONAL GEOGRAPHIC

TP	TIME SLOT	5"	6"	8"	10"	15"	20"	25"	30"	35"	40"	45"	50"	55"	60"
6	02:00 - 08:00	54,43	61,90	77,38	91,33	123,04	142,83	153,09	157,95	206,46	252,28	308,27	357,41	405,05	459,02
6	08:00 - 12:00	54,43	61,90	77,38	91,33	123,04	142,83	153,09	157,95	206,46	252,28	308,27	357,41	405,05	459,02
9	12:00 - 15:00	81,44	92,62	115,78	136,65	184,11	213,72	229,06	236,34	308,92	377,48	461,26	534,79	606,07	686,83
10	15:00 - 17:00	91,67	104,25	130,32	153,81	207,23	240,56	257,83	266,02	347,71	424,89	519,19	601,95	682,18	773,08
17	17:00 - 19:00	173,75	197,60	247,01	291,53	392,77	455,95	488,67	504,20	659,04	805,31	984,05	1 140,90	1 292,97	1 465,26
17	19:00 - 21:00	173,75	197,60	247,01	291,53	392,77	455,95	488,67	504,20	659,04	805,31	984,05	1 140,90	1 292,97	1 465,26
17	21:00 - 24:00	173,75	197,60	247,01	291,53	392,77	455,95	488,67	504,20	659,04	805,31	984,05	1 140,90	1 292,97	1 465,26
16	24:00 - 26:00	164,11	186,63	233,31	275,36	370,98	430,65	461,56	476,23	622,48	760,63	929,46	1 077,61	1 221,24	1 383,97



Weekdays

TP	TIME SLOT	5"	6"	8"	10"	15"	20"	25"	30"	35"	40"	45"	50"	55"	60"
10	02:00 - 09:00	91,67	104,25	130,32	153,81	207,23	240,56	257,83	266,02	347,71	424,89	519,19	601,95	682,18	773,08
14	09:00 - 12:00	137,51	156,38	195,48	230,72	310,84	360,84	386,74	399,03	521,57	637,33	778,79	902,93	1 023,27	1 159,62
14	12:00 - 15:00	137,51	156,38	195,48	230,72	310,84	360,84	386,74	399,03	521,57	637,33	778,79	902,93	1 023,27	1 159,62
15	15:00 - 17:00	155,07	176,36	220,46	260,19	350,55	406,94	436,14	450,00	588,20	718,74	878,27	1 018,26	1 153,98	1 307,75
19	17:00 - 19:00	229,04	260,48	325,61	384,30	517,76	601,04	644,18	664,65	868,76	1 061,58	1 297,20	1 503,97	1 704,43	1 931,54
28	19:00 - 22:00	471,76	536,52	670,68	791,57	1 066,47	1 238,00	1 326,85	1 369,02	1 789,45	2 186,60	2 671,92	3 097,82	3 510,71	3 978,51
24	22:00 - 23:00	364,59	414,63	518,32	611,74	824,19	956,76	1 025,42	1 058,01	1 382,92	1 689,85	2 064,92	2 394,07	2 713,16	3 074,68
8	23:00 - 24:00	80,62	91,69	114,62	135,28	182,25	211,57	226,75	233,96	305,81	373,68	456,62	529,40	599,97	679,91
3	24:00 - 26:00	34,79	39,56	49,46	58,37	78,64	91,29	97,84	100,95	131,95	161,24	197,02	228,43	258,88	293,37

Weekends

TP	TIME SLOT	5"	6"	8"	10"	15"	20"	25"	30"	35"	40"	45"	50"	55"	60"
5	02:00 - 09:00	47,07	53,53	66,91	78,97	106,40	123,51	132,37	136,58	178,52	218,15	266,56	309,05	350,25	396,92
25	09:00 - 12:00	381,59	433,97	542,49	640,26	862,62	1 001,37	1 073,23	1 107,34	1 447,40	1 768,64	2 161,20	2 505,69	2 839,66	3 218,04
23	12:00 - 15:00	343,77	390,96	488,72	576,81	777,13	902,13	966,87	997,60	1 303,96	1 593,37	1 947,02	2 257,37	2 558,25	2 899,13
19	15:00 - 17:00	229,04	260,48	325,61	384,30	517,76	601,04	644,18	664,65	868,76	1 061,58	1 297,20	1 503,97	1 704,43	1 931,54
18	17:00 - 19:00	201,39	229,04	286,31	337,91	455,27	528,50	566,42	584,43	763,90	933,44	1 140,62	1 322,44	1 498,70	1 698,40
23	19:00 - 22:00	343,77	390,96	488,72	576,81	777,13	902,13	966,87	997,60	1 303,96	1 593,37	1 947,02	2 257,37	2 558,25	2 899,13
19	22:00 - 23:00	229,04	260,48	325,61	384,30	517,76	601,04	644,18	664,65	868,76	1 061,58	1 297,20	1 503,97	1 704,43	1 931,54
5	23:00 - 24:00	47,07	53,53	66,91	78,97	106,40	123,51	132,37	136,58	178,52	218,15	266,56	309,05	350,25	396,92
1	24:00 - 26:00	26,19	29,79	37,24	43,95	59,21	68,74	73,67	76,01	99,35	121,40	148,35	172,00	194,92	220,89



Weekdays

TP	TIME SLOT	5"	6"	8"	10"	15"	20"	25"	30"	35"	40"	45"	50"	55"	60"
6	02:00 - 09:00	54,43	61,90	77,38	91,33	123,04	142,83	153,09	157,95	206,46	252,28	308,27	357,41	405,05	459,02
6	09:00 - 12:00	54,43	61,90	77,38	91,33	123,04	142,83	153,09	157,95	206,46	252,28	308,27	357,41	405,05	459,02
7	12:00 - 15:00	62,20	70,74	88,43	104,37	140,62	163,24	174,95	180,51	235,94	288,31	352,30	408,46	462,90	524,58
8	15:00 - 17:00	80,62	91,69	114,62	135,28	182,25	211,57	226,75	233,96	305,81	373,68	456,62	529,40	599,97	679,91
16	17:00 - 19:00	164,11	186,63	233,31	275,36	370,98	430,65	461,56	476,23	622,48	760,63	929,46	1 077,61	1 221,24	1 383,97
21	19:00 - 22:00	280,50	319,01	398,78	470,65	634,11	736,10	788,93	814,00	1 063,98	1 300,12	1 588,68	1 841,92	2 087,42	2 365,57
17	22:00 - 23:00	173,75	197,60	247,01	291,53	392,77	455,95	488,67	504,20	659,04	805,31	984,05	1 140,90	1 292,97	1 465,26
11	23:00 - 24:00	105,38	119,84	149,81	176,81	238,22	276,53	296,38	305,80	399,71	488,42	596,83	691,96	784,19	888,69
5	24:00 - 26:00	47,07	53,53	66,91	78,97	106,40	123,51	132,37	136,58	178,52	218,15	266,56	309,05	350,25	396,92

Weekends

TP	TIME SLOT	5"	6"	8"	10"	15"	20"	25"	30"	35"	40"	45"	50"	55"	60"
6	02:00 - 09:00	54,43	61,90	77,38	91,33	123,04	142,83	153,09	157,95	206,46	252,28	308,27	357,41	405,05	459,02
19	09:00 - 12:00	229,04	260,48	325,61	384,30	517,76	601,04	644,18	664,65	868,76	1 061,58	1 297,20	1 503,97	1 704,43	1 931,54
20	12:00 - 15:00	250,05	284,37	355,49	419,56	565,27	656,19	703,28	725,63	948,47	1 158,98	1 416,21	1 641,96	1 860,81	2 108,75
18	15:00 - 17:00	201,39	229,04	286,31	337,91	455,27	528,50	566,42	584,43	763,90	933,44	1 140,62	1 322,44	1 498,70	1 698,40
17	17:00 - 19:00	173,75	197,60	247,01	291,53	392,77	455,95	488,67	504,20	659,04	805,31	984,05	1 140,90	1 292,97	1 465,26
20	19:00 - 22:00	250,05	284,37	355,49	419,56	565,27	656,19	703,28	725,63	948,47	1 158,98	1 416,21	1 641,96	1 860,81	2 108,75
15	22:00 - 23:00	155,07	176,36	220,46	260,19	350,55	406,94	436,14	450,00	588,20	718,74	878,27	1 018,26	1 153,98	1 307,75
8	23:00 - 24:00	80,62	91,69	114,62	135,28	182,25	211,57	226,75	233,96	305,81	373,68	456,62	529,40	599,97	679,91
5	24:00 - 26:00	47,07	53,53	66,91	78,97	106,40	123,51	132,37	136,58	178,52	218,15	266,56	309,05	350,25	396,92

	5"	6"	8"	10"	15"	20"	25"	30"	35"	40"	45"	50"	55"	60"
<b>Index 30"</b>	0,3446	0,3919	0,4899	0,5782	0,7790	0,9043	0,9692	1,0000	1,3071	1,5972	1,9517	2,2628	2,5644	2,9061
<b>Index 20"</b>	0,3811	0,4334	0,5417	0,6394	0,8614	1,0000	1,0718	1,1058	1,4454	1,7662	2,1582	2,5023	2,8358	3,2136

These prices, listed in euros, are subject to VAT at the applicable legal rate, as well as the advertising levy currently set at 4% of the applicable base price.

## 1.2. Price modifiers

1.2.1. Special placement: Airtime Advertising to be displayed in specific positions of the advertising break will be subject to the following price premiums:

1.2.1.1. **First and last** position on the advertising break: **20% premium** over applicable price;

1.2.1.2. **Second and second-to-last** position on the advertising break: **15% premium** over applicable price;

1.2.1.3. **Other** specific positions of the advertising break: **10% premium** over applicable price.

Special placements are assessed per reference to the applicable separation bumpers.

1.2.2. Exclusivity in an advertising break: premium to be discussed on a case-by-case basis.

1.2.3. Multibrand/multiproduct Advertising: whenever a reference is included in a Campaign Creative to different products/services (these premiums can be applied cumulatively, when appropriate)

1.2.3.1. From the same Advertiser;

(a) More than one reference, even if slight or brief, to a product in the same Campaign Creative: **10% premium** over applicable price, per reference;

(b) One reference, even if slight or brief, to two or more products in the same Campaign Creative: **10% premium** over applicable price, per reference;

The duration of the references to different products cannot be longer than 20% of the duration of the Campaign Creative.

1.2.3.2. From different Advertisers:

(a) Direct or indirect advertising of brands from different Advertisers in a Campaign Creative: **50% premium** over applicable price;

(b) Verbal or visual reference to brands from different Advertisers in a Campaign Creative (without them being advertised): **20% premium** over applicable price;

The duration of the references to brands belonging Advertisers other than the Client cannot be longer than 20% of the duration of the Campaign Creative.

1.3. Group purchases of Airtime Advertising: the acquisition of Airtime Advertising on Disney Media Platforms by a Client, for an Advertiser Brand which the Advertiser does not directly own or explore is only possible when, cumulatively:

1.3.1. The Advertiser Brand being considered belong to an entity whose share capital and voting rights are controlled in at least 50% by the Advertiser;

1.3.2. All negotiations regarding volume discounts are made with a single point of contact on behalf of involved Advertisers.


1.4. Media buying agency tenders: in the context of media buying agency tender procedure purporting to select a media agency to work for a given Client, Advertiser and/or brand, Disney will provide all media agencies taking part in the tender process a summary of applicable conditions with the said Client and/or Advertiser, so that all said media agencies benefit from the same conditions, regardless of specific conditions agreed with each stakeholder.



## 2. Pricing applicable to advertising on Disney+

### 2.1. Price table

The prices applicable on the date the Terms entered into force are described below. The most up-to-date price table can be found on the following URL: <https://www.disney.pt/rate-card-en>

	
Format	CPM
Spot	40
Sponsorship spot	50
Sponsorship billboard	12,50

	10"-14"	15"-29"	30"-39"	40"-49"	50"-59"	60"-89"	>90"
Index	0,5	0,85	1	1,33	1,67	2	3

These prices, listed in euros, are subject to VAT at the applicable legal rate, as well as the advertising levy currently set at 4% of the applicable base price.

**Schedule II**  
**Delivery Deadlines for the Campaign Creatives**

**1. Delivery Deadlines for the Campaign Creatives applicable to Airtime Advertising.**

1.1. Airtime Advertising to be shown on Star Channel, Star Crime, Star Life, Star Movies, Star Comedy, 24Kitchen and National Geographic:

<b>Deadline (weekday and time) for the delivery of Campaign Creatives</b>	<b>First eligible display date for the Campaign Creative</b>
Monday (13h00)	Following Thursday
Tuesday (13h00)	Following Friday
Wednesday (13h00)	Following Saturday
Wednesday (17h00)	Following Sunday
Thursday (13h00)	Following Monday
Thursday (17h00)	Following Tuesday
Friday (13h00)	Following Wednesday

In weeks where there are non-Working Days, summer vacation and other events, specific applicable delivery schedules will be presented by Disney.

1.2. Airtime Advertising to be shown on Disney Channel and Disney Junior.

<b>Deadline (weekday and time) for the delivery of Campaign Creatives</b>	<b>First eligible display date for the Campaign Creative</b>
Monday (10h00)	Following Thursday
Tuesday (10h00)	Following Friday
Wednesday (10h00)	Following Saturday and Sunday
Thursday (10h00)	Following Monday and Tuesday
Friday (10h00)	Following Wednesday

In weeks where there are non-Working Days, summer vacation and other events, specific applicable delivery schedules will be presented by Disney.

**2. Delivery Deadlines for the Campaign Creatives applicable to other Disney Media Platforms.**

Campaign Creative must be received by Disney at least ten (10) Working Days before the applicable Campaign Start Date.

### Schedule III

#### Delivery Specifications for the Campaign Creatives

#### 1. Delivery Specifications for Airtime Advertising Campaign Creatives.

##### 1.1. File

	Apple ProRes 422HQ 1080/50	Quicktime Wrapped XDCAMHD422 1080/50	Quicktime Wrapped DNxHD 185 x
<b>Container:</b>	MOV	MOV or MXF	MOV or MXF
<b>Video Codec:</b>	Apple Quicktime ProRes 422 (HQ)	XDCAMHD422	DNxHD 185 x
<b>Profile:</b>	HQ	MPEG-2 422@HL	
<b>Bitrate:</b>	-	50Mb/s CBR	185Mb/s CBR
<b>Chroma Subsampling:</b>	4:2:2	4:2:2	4:2:2
<b>Interlacing:</b>	Upper/TFF	Upper/TFF	Upper/TFF
<b>GOP Structure:</b>	-	GOP Longo	-
<b>Frame size:</b>	1920x1080		
<b>Frame rate</b>	25 FPS		
<b>Aspect Ratio</b>	16:9		
<b>Audio Codec</b>	PCM (Little Endian)		
<b>Sample rate:</b>	48kHz		
<b>Sample size/Bit depth:</b>	24bit or 16bit		
<b>Channels:</b>	Stereo		

##### 1.2. Video

###### 1.2.1. HD Video

- ◆ HDTV Format;
- ◆ Proportion Rate: 16:9
- ◆ Safety Margin: 16:9, in accordance with EBU R.95-1
- ◆ Video Signals compliant with ITU-R BT.709-5 norm.
- ◆ Video levels should not exceed 700mV, or be below 0mV.
- ◆ Tolerances: In accordance with EBU Rec. 103-2000, small tolerances might be accepted if under 1% of active image is uncompliant:
  - ◆ Luminance (Y) -1% and 103% ((i.e.: between -7mV and 721mV);
  - ◆ RGB video levels -5% e 105% (i.e.: entre -35mV and 735mV)

###### 1.2.2. HD Audio

Audio level must follow EBU R128-2014 standard and the following delivery specs:

- ◆ Integrated Volume Program: -23 LUFS (Integrated Volume for the “Program Volume” target expressed in meters according to EBU Tech 3341).
- ◆ Target Level Tolerance: +/- 0.5 LU
- ◆ Maximum True Peak: -1 dBTP
- ◆ Maximum Instantaneous: No limitations
- ◆ Maximum Short-term Instantaneous (3 sec.): -18 LUFS
- ◆ Loudness Range: No limitations

###### 1.2.3. Teletext closed captions:

1.2.3.1. English captions: page 802

1.2.3.2. Portuguese captions: page 889 (OPEN captions only when audio is O.V.)



1.3. Common additional specs

All Campaign Creatives must be in Portuguese and provide audio track and text in the Portuguese language. Files should not include clocks, stamps, overlays or any black frame before or after the video content.

Low resolution videos which are upscaled to HD will be considered as low-quality videos.

Any other delivery format must be previously inspected and analyzed by Disney and its use for the delivery of Campaign Creatives is subject to Disney's prior written approval.

**2. Delivery Specifications for other advertising Campaign Creatives.**

The most up-to-date version of the delivery Specifications applicable to other Advertising Campaign Creatives are available at the following URL: <https://www.disneyadvertising.com/mediakit/disney-plus/disney-plus-international/disney-plus-emea-mediakit/>

The version of such delivery Specifications which are applicable on the date the Terms entered into force are annexed on the following pages.

Video Ad Formats

# DISNEY+ VIDEO AD

## Overview

This document outlines the specifications for video advertisements running in Pre-Roll and Mid-Roll positions on Disney+ for viewers in international regions.

## Availability



## Video Acceptance

Platform	Site-Served	VAST*	VPAID
Desktop	Yes	Yes, From Approved Disney+ Vendors	No
Mobile	Yes	Yes, From Approved Disney+ Vendors	No
Apps	Yes	Yes, From Approved Disney+ Vendors	No
OTT	Yes	Yes, From Approved Disney+ Vendors	No

\* See Third-Party Tags criteria under General Guidelines below.

Video Ad Formats

# DISNEY+ VIDEO AD

## Video Spec

- File Format** • .mov or .mp4
- Maximum File Weight** • 1.9 GB
- Duration** • 15, 20, 30, or 60 seconds
- Resolution** • 16:9 aspect ratio
  - 1920x1080 preferred
  - 1280x720 is accepted
- Bit Rate** • 10,000 Kbps - 40,000 Kbps
- Supported Codecs** • Apple ProRes or H.264
- H.264 Profile** • High
- Frame Rate** • 23.98, 24, 25, 29.97, or 30 FPS (native frame rate)
  - Duplicate Frames are accepted. Creative may still face rejections if video results in poor quality.
- Frame Rate Mode** • Constant Frame Rate (CFR)
- Scan Type** • Progressive
- Color Space** • YUV
- Additional Requirements**
  - Audio is required
  - Must have exactly 1 video track; must match audio duration
  - Remove any pull-down added for broadcast
  - Make content progressive using adaptive deinterlace with no frame blending
  - Video color space cannot be “unknown” or None
  - Video must be submitted without leaders such as slates, countdowns, etc.
  - Letterboxing and pillarboxing are permitted on a case-by-case basis.

## Audio Spec

- Supported Codecs** • PCM, AAC
- Bit Rate** • 192Kbps minimum
- Sample Rate** • 48kHz
- Channels** • 2-channel stereo mix
- Additional Requirements** • Must have exactly 1 audio track. Must match video duration.

Video Ad Formats

# DISNEY+ VIDEO AD

## General Guidelines

- Timeline**
- Up to 5 business days lead time from receipt of the final assets.

- Third-Party Tags**
- Disney+ accepts standard creative, VAST 2.0, and 1x1 verification pixels from Disney+ approved vendors.
  - Tags must include at least one asset that matches specifications detailed in the “VAST & Site-served Video Spec” section of this document.
  - Please contact your Disney Advertising representative to confirm approved vendors.
  - User privacy data restrictions may limit where 3rd party hosted and tracked creative can serve, or where it may serve without 3p tracking.
  - Disney+ video ads are non-skippable. VAST creative cannot feature skip functionality.
  - VAST tags cannot contain any JavaScript elements or <VASTAdTagURI> wrappers.

- CTAs, URLs, Hashtags, Social Media Handles, & QR Codes**
- Because video commercials are not directly clickable on most devices, CTA buttons that look clickable and include copy such as “Learn More” or “Buy Now” are not allowed.
  - URLs, hashtags, QR codes, and direction to social media handles are accepted in ads serving to 18+ general audience profiles. They are NOT accepted in creative serving to 17 & under profiles.

- Additional Requirements**
- Ads are overlaid in the player with an “Ad” logo and countdown timer. To ensure important text & graphics are not obscured in CTV devices, avoid adding to the top right 220x 135 pixels of your 1920x1080 video.
  - Disney Advertising reserves the right to reject or request amendments to creative that does not adhere to our technical specifications or ad policy.