

General Terms and Conditions of Spalder Media Group B.V.

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Definitions

In these General Terms and Conditions, the following terms (insofar as capitalised in these General Terms and Conditions) are defined as follows:

- a. Client: the natural person or legal entity who places an Order with Spalder Media Group B.V. and/or Gletscher Group B.V. either directly or through the intermediary of a Media Agency;
- b. Advertisement: the promotional or commercial message for a Client;
- c. Contract: any agreement between Spalder Media Group B.V. and the Client or Media Agency, entered into with regard to the delivery of Services;
- d. Advertising Material: the material that is used to compile an advertisement;
- e. Services: the services to be provided by Spalder Media Group B.V. to the Client on the basis of the Order.
- f. Media Agency: the natural or legal person who, professionally or commercially, enters into a Contract with SMG pursuant to a mandate or power of attorney by a Client, thereby automatically accepting the applicability of these General Terms and Conditions for itself;
- g. Order: the order to provide Services;
- h. URL: the Internet address of an item on the Internet. Every page, image, video, PDF, etc. has its own unique URL on the Internet.
- h. Spalder Media Group B.V. and Gletscher Group B.V. (hereinafter referred to as SMG): with its registered office and principal place of business in Amsterdam at Keizersgracht 203, registered with the Chamber of Commerce in Amsterdam under file reference numbers 32052925 and 67496393.

General terms of delivery and payment of SMG, with its registered office and principal place of business in Amsterdam, filed with the Chamber of Commerce and Industry in Amsterdam.

1. Scope of the General Terms and Conditions.

- 1.1 These General Terms and Conditions are applicable to all Contracts between SMG and the Client.
- 1.2 These General Terms and Conditions can only be deviated from by written agreement between SMG and the Client.
- 1.3 If at any one time, one or more provisions of these general terms and conditions are partly or fully void or voided, the other provisions of these general terms and conditions remain in full force.

2. Offers/quotes and placement orders.

- 2.1 All offers and quotes by SMG are without obligation, unless the offer states a term for acceptance. If no acceptance term is stipulated and the product to which the offer or quote applies is no longer available, no rights can be derived from the offer or quote in any way.
- 2.2 By confirming an Order in writing, the Client accepts the applicability of these General Terms and Conditions.
- 2.3 A written Order issued by the Client to SMG binds the Client and can only be revoked by the Client with the express written permission of SMG.

3. Method of delivery and execution.

- 3.1 SMG, at its reasonable discretion, has the right to fully or partially refuse and/or adapt Advertising Material submitted by the Client, including texts, images and other data, prior to placement.
- 3.2 SMG has the right to record Advertising Material in a form to be determined by SMG and to distribute it on information carriers and media other than those agreed on in the Order. The Client does not owe any charge for this.
- 3.3 Any support by SMG in designing Advertising Material is entirely without obligation and without the Client being able to derive any rights from it.

- 3.4 SMG keeps the Client informed of the progress of the campaign through interim and final reports.
- 3.5 If the Client delivers Advertising Material to SMG late, material which cannot be reproduced properly, material that is incomplete and/or material unsuitable for the reproduction method of the relevant medium, SMG has the right to charge the Client the resulting additional costs.
- 3.6 The conditions and delivery specifications of the Advertising Material are included in the appendix to these General Terms and Conditions.
- 3.7 The Advertising Material must comply with the regulations with regard to file formats, proportions and sizes as stated in the delivery specifications.
- 3.8 The Advertising Material must match the appearance of the Website on which the Advertisement is to be placed.
- 3.9 If the Advertising Material is not received by SMG in time, all liability of SMG for the correct execution of the agreed Services will lapse. The term agreed between the parties is always approximate and not a final deadline, unless explicitly agreed otherwise.

4. Obligations of SMG and/or the Client.

- 4.1 The Client must ensure that all data with regard to which SMG indicates that it is required or with regard to which the Client can reasonably understand that it is required for the execution of the Contract, is made available to SMG in time. If the data required for the execution of the Contract is not made available to SMG in time, SMG will be entitled to suspend the execution of the Contract and/or to charge the Client any additional costs arising from the delay in accordance with the prices applicable at that time.
- 4.2 SMG is not liable for any damage, regardless of the nature thereof, as a result of incorrect and/or incomplete data provided by the Client.
- 4.3 SMG is not liable vis-à-vis the Client or vis-à-vis third parties for texts, images and other data provided by the Client to SMG. The Client indemnifies SMG against third-party claims in this respect, including any costs to be incurred by SMG in connection with that. The Client further indemnifies SMG against third-party claims on the basis of any intellectual/industrial property right to any texts, images and/or other data provided by SMG. SMG never pays any compensation in excess of the fee received for the relevant order.
- 4.4 SMG undertakes to perform the agreements in the Contract to the best of its ability.
- 4.5 The costs for accommodation, lift passes and transport are always payable by the Client, unless stated otherwise in the General Terms and Conditions

5. Force majeure.

- 5.1 SMG is not obliged to fulfil any obligations towards the Client, if impeded to do so on account of force majeure.
- 5.2 Force majeure, in addition to the explanations in existing (case) law, is taken to mean all external causes, whether or not anticipated, beyond the control of SMG, as a result of which SMG is unable to fulfil its obligations.
- 5.3 In the event that SMG is prevented from fulfilling its obligations on account of force majeure, it will inform the Client thereof as soon as possible.
- 5.4 If SMG, in its reasonable opinion, by fulfilling the relevant obligation, was to have a conflict of interests with any other Client, this too will be deemed as force majeure on the part of SMG.
- 5.5 If the force majeure situation exceeds a period of 30 days, SMG has the right to dissolve the agreement in full or in respect of those obligations that are subject to the force majeure, by means of a written notification to the Client. In the event of dissolution as stated in this article, the Client is not entitled to any compensation from SMG or otherwise.
- 5.6 COVID-19: Campaigns may be postponed in the event that the Ministry of Foreign Affairs advises against travel to a certain region or country, if a ski area closes or if German/Dutch/Belgian tourists are no longer welcome due to an outbreak in the country of origin. In these cases, any money already spent will not be refunded, but the remaining budget will be postponed, minus project management costs.

6. Terms of payment.

- 6.1 Invoices for Orders accepted by SMG must be paid within 14 days of the invoice date, unless a different payment term has been agreed on in writing
- 6.2 Payments must be made by transfer into SMG's bank or giro account, as specified in the Contract and on the invoice.

7. Consequences of late payment.

- 7.1 If the Client fails to make any payment to SMG (including any instalments) in time, the Client will be legally in default towards SMG, without any demand being required.
- 7.2 In the event that the Client is in default towards SMG, as well as in the event of a (provisional) suspension of payment, liquidation, closing down or winding-up of the Client's company, all amounts owed by the Client to SMG are immediately due and payable in full, without any demand or notice of default being required.
- 7.3 In the event of late payment of any amount by the Client to SMG, the Client, without any demand or notice of default being required, will owe interest payments of 1% per month from the due date until the date of full settlement. When calculating the interest payments, any part of a month is considered a full month.
- 7.4 In the event of late payment of any amount by the Client to SMG, all collection costs incurred by SMG for this, both judicial and extrajudicial, will be at the expense of the Client, who must reimburse SMG for this without delay. The extrajudicial collection costs incurred by SMG are set at a minimum of 15% of the amount owed, subject to a minimum of €200.
- 7.5 In the event that the Client fails to pay any monies due to SMG in time and in full, SMG, without any demand or notice of default being required, will be entitled to decide against executing the placement order, or only partially, or to suspend the execution thereof, all this without the Client having any claim in this respect vis-à-vis SMG and without this limiting SMG's rights against the Client under the placement agreement in any way. More in particular, SMG remains entitled to payment of the fees set out in the relevant placement agreement.

8. General Data Protection Regulation (GDPR).

- 8.1 SMG expects the Client to handle privacy-sensitive information from visitors and/or users with due care and in accordance with the General Data Protection Regulation.
- 8.2 Privacy-sensitive information includes data such as Name, Address, Place of Residence, Postcode, Telephone number, E-mail address and other name and address details.
- 8.3 The personal data provided by SMG may ~~only be used for their original purpose~~ not be deployed by the Client for any other purposes.
- 8.4 After the processing services have ended, the Client is obliged to remove or return the sensitive information.

9. Intellectual property.

- 8.1 SMG retains all intellectual property rights to anything that has been or will be specifically developed, designed or manufactured by SMG within the framework of the execution of the agreement.

10. Competent court.

Any disputes arising from the Order and/or the General Terms and Conditions will be submitted to the competent court in Amsterdam, if no amicable solution to the dispute can be reached between SMG and the Client.

11. Applicable law.

These General Terms and Conditions and all Orders are governed by Dutch law.

APPENDIX to the General Terms and Conditions of Spalder Media Group B.V.

Services, conditions and execution.

1.1 Newsletter or newsletter contribution.

- 1.1.1 A newsletter is an e-mail compiled by SMG and sent to all subscribers to the platform or website.
- 1.1.2 A newsletter contribution is a single message in a newsletter that includes multiple campaigns.
- 1.1.3 An (exclusive) newsletter is a collection of 5 to 8 messages, consisting of images, texts & links that are created in a flexible e-mail template.
- 1.1.4 A newsletter contribution/newsletter is sent in a calendar week, agreed on in the offer in advance.
- 1.1.5 A newsletter contribution/newsletter is sent to a database of e-mail addresses of SMG, agreed on in the offer in advance.
- 1.1.6 Texts in the newsletter contribution/newsletter, including titles and subtitles, are written by SMG editors, in the tone and style of the booked newsletter.
- 1.1.7 The Client is responsible for the commercial rights that are vested in the photos that are supplied. Any fines arising from the use of photos for the newsletter contribution/newsletter of SMG will be recovered from the Client.
- 1.1.8 Photo credits are published according to the standard format of SMG, if so desired.
- 1.1.9 A video can be published in the newsletter as well, provided it is in keeping with the subject.
- 1.1.10 The newsletter contribution/newsletter is sent to the Client for approval prior to publication. The Client can provide feedback on this no more than twice. The feedback will be processed by the editors.
- 1.1.11 SMG reserves the right to refuse texts or images, if found to be inappropriate for the SMG platforms.

1.2 Native ad.

- 1.2.1 The native ad is a commercial message; a combination of images, texts and (tracking) links, placed on the SMG platforms in the form of an advertisement.
- 1.2.2 The native ad is published in places reserved by SMG for commercial messages in and around the content of SMG platforms.
- 1.2.3 The images, texts and links are supplied by the customer on the basis of the specifications provided by SMG.
- 1.2.4 If the Client cannot provide an Advertisement, SMG can supply the Advertisement at a price agreed in the offer in advance.
- 1.2.5 The Client is responsible for the commercial rights that are vested in the photos that are supplied. Any fines arising from the use of photos in the native ad of SMG will be recovered from the Client.
- 1.2.6 Photo credits are published according to the standard format of SMG, if so desired.
- 1.2.7 A video can be published in the native ad as well, provided this has been agreed on in the offer in advance.
- 1.2.8 Any videos incorporated in the banners cannot contain any sound.
- 1.2.9 A screenshot of the placement of the native ad is sent to the Client for approval prior to publication.
- 1.2.10 SMG reserves the right to make adjustments to the native ad after placement, with the aim of improving performance.
- 1.2.11 SMG reserves the right to refuse texts or images, if found to be inappropriate for the SMG platforms.

1.3 Banners.

- 1.3.1 Banners are commercial messages; a combination of designs made up in .jpg/.gif or HTML5 and a (tracking) link placed as an advertisement on the SMG platforms.
- 1.3.2 Banners are published in places ~~specifically~~ reserved by SMG for commercial messages in and around the content of SMG platforms.
- 1.3.3 The message and tracking link are supplied by the Client on the basis of the specifications provided by SMG.
- 1.3.4 The Client is responsible for the commercial rights that are vested in the photos incorporated in the banner. Any fines resulting from the use of the photos used for the banners will be recovered from the Client.
- 1.3.5 A video can be published in the banners if needed, provided this has been agreed on in the offer in advance.
- 1.3.6 Any videos incorporated in the banners cannot contain any sound.
- 1.3.7 A screenshot of the placement of the banner is sent to the Client for approval prior to publication.
- 1.3.8 SMG reserves the right to refuse placement of banners that have been supplied, if found to be inappropriate for the SMG platforms.

1.4 (Digital) Out of Home.

- 1.4.1 (Digital) Out of Home are placements of commercial messages that are purchased by SMG on behalf of the customer from external partners. This includes digital billboards on public transport, at stations and messages on trams.
- 1.4.2 The general terms and conditions of the relevant partner where the campaign is purchased apply and can be requested from SMG per campaign.

1.5 Weblog.

- 1.5.1 A weblog is an online article with a dedicated URL. After publication, the link to the URL is visible on the homepage of the booked website for at least one day.
- 1.5.2 The URL of the weblog is visible online indefinitely.
- 1.5.3 The publication week is determined in consultation but will, in any case, coincide with the booked campaign period. Wishes regarding publication data can be specified. Specific dates or days are not guaranteed.
- 1.5.4 Subjects for the weblogs can be determined by the Client in consultation with the editors. Alternatively, SMG editors can make a proposal for themes in keeping with the target group.
- 1.5.5 Press releases and texts, as well as ready-made weblog articles, can be offered for inspiration purposes, but are not published ad verbatim.
- 1.5.6 Texts, including titles and subtitles, are always written or (partially) rewritten by the editors of SMG, in the tone and style of the booked websites.
- 1.5.7 Weblogs consist of a minimum of 400 and a maximum of 1,000 words, with the final length being determined by the editors of SMG.
- 1.5.8 Images must be made available by the Client (unless already in the possession of SMG). In keeping with the subject. The Client is responsible for the commercial rights that are vested in the photos. Any fines arising from the use of photos on the weblog of SMG will be recovered from the Client.
- 1.5.9 Logos or images that contain logos are not allowed in weblogs on the SMG websites.
- 1.5.10 Photo credits are published according to the standard format of SMG, if so desired.
- 1.5.11 A video can be published in the weblog as well, provided it is in keeping with the subject.
- 1.5.12 Weblogs are sent to the Client for approval prior to publication. The Client can provide feedback on this no more than twice. The editors will process the comments in the style of the website and weblog.
- 1.5.13 Changes can no longer be requested by the Client after approval and publication, unless the article contains inaccuracies.

- 1.5.14 A weblog contains a maximum of 2 external links (no tracking links) to the Client's landing page.
- 1.5.15 Each weblog is posted on Facebook to generate more visitors and awareness. The content of the post is determined by SMG, but always aims to attract as many visitors to the article as possible.

1.6 Competition.

- 1.6.1 A competition is published on a dedicated page of the booked website. This page is online for the duration of the competition only.
- 1.6.2 The prize to be raffled is paid for, provided and offered by the Client.
- 1.6.3 The Client is responsible for handling the competition, until completed.
- 1.6.4 If the value of the prize exceeds €454, the Client will owe tax on games of chance. This tax amounts to 29% on the total amount. SMG collects the amount from the Client and pays the tax to the relevant authority.
- 1.6.5 The publication week of the competition will be determined in mutual consultation. Specific dates or days are not guaranteed.
- 1.6.6 The duration of the competition is a minimum of 2 and a maximum of 8 weeks, depending on the prize. All this in consultation with the Client.
- 1.6.7 A competition consists of a question and a multiple choice answer (3 possible answers) or a draw among all participants for which no answer is required.
- 1.6.8 The question that is asked is determined in consultation with the Client, but is ultimately formulated by the editors of SMG.
- 1.6.9 The question should not be too difficult and the answer to the question can easily be found on the website of the Client or a website of SMG.
- 1.6.10 A link to the Client's website can be integrated on the competition page.
- 1.6.11 Texts, including titles and subtitles, are always written or (partially) rewritten by the editors of SMG, in the tone and style of the booked websites.
- 1.6.12 Images must be made available by the Client (unless already in the possession of SMG). In keeping with the subject.
- 1.6.13 Photo credits are published, if so desired. The Client is responsible for the commercial rights that are vested in the photos. Any fines arising from the use of photos on the weblog of SMG will be recovered from the Client.
- 1.6.14 The competition is sent to the Client for approval prior to publication. The Client can provide feedback on this no more than twice. The feedback will be processed by the editors in keeping with the style of the website and the competition.
- 1.6.15 Changes can no longer be requested by the Client after approval and publication, unless the competition contains inaccuracies.
- 1.6.16 Each competition is posted on Facebook to generate more visitors and awareness. The content of the post is determined by SMG, but always aims to attract as many visitors to the competition as possible.
- 1.6.17 In the event of an overview page of the various competitions on the booked website, the competition will be published on this page during the term of the competition.
- 1.6.18 SMG is responsible for the careful handling of participant data, in accordance with the GDPR.
- 1.6.19 Details of participants, except those of the winner(s), are not shared with the Client.

1.7 Special page(s)

- 1.7.1 A special page is a unique page with a dedicated URL on the booked platform.
- 1.7.2 Information about a specific region or destination is published on a special page. This includes photos, videos and offers, if any.
- 1.7.3 The Client provides the themes and input for the page in accordance with the specifications.
- 1.7.4 The page publication term is laid down in the Order.

- 1.7.5 After the expiry of the end date, the page will be adjusted or taken offline, unless otherwise agreed. The Client has no influence on this, unless a new agreement is entered into.
- 1.7.6 Texts, including titles and subtitles, are always written or (partially) rewritten by the editors of SMG, in the tone and style of the booked websites.
- 1.7.7 Images must be made available by the Client (unless already in the possession of SMG) and be in keeping with the subject. The Client is responsible for the commercial rights that are vested in the photos. Any fines arising from the use of photos on the weblog of SMG will be recovered from the Client.
- 1.7.8 Photo credits are published according to the standard format of SMG, if so desired.
- 1.7.9 The page or pages are sent to the Client for approval prior to publication. The Client can provide feedback on this no more than twice. The editors will process the comments in the tone and style of the website.
- 1.7.10 Changes can no longer be requested by the Client after approval and publication, unless the page contains inaccuracies.
- 1.7.11 A special page contains a maximum of 2 external (tracking) links to the Client's landing page.
- 1.7.12 Each special page is posted on Facebook to generate more visitors and awareness. The content of the post is determined by SMG, but always aims to attract as many visitors to the article as possible.

1.8 Destination pages

- 1.8.1 If a specific destination, region, ski area or village has not been published on the booked SMG website yet, this can be requested in an Order.
- 1.8.2 The information and layout of the pages are in accordance with similar destination pages on the website.
- 1.8.3 The Client provides input for the page in accordance with the specifications.
- 1.8.4 Texts, including titles and subtitles, are always written or (partially) rewritten by the editors of SMG, in the tone and style of the booked websites.
- 1.8.5 Images must be made available by the Client (unless already in the possession of SMG). In keeping with the subject. The Client is responsible for the commercial rights that are vested in the photos. Any fines arising from the use of photos on the weblog of SMG will be recovered from the Client.
- 1.8.6 The page or pages are sent to the Client for approval prior to publication. The Client can provide feedback on this no more than twice. The editors will process the comments in the tone and style of the website.
- 1.8.7 Changes can no longer be requested by the Client after approval and publication, unless the page contains inaccuracies. Each year an e-mail is sent with the request to update the data of the pages online.
- 1.8.8 A destination page does not contain external links to the Client's landing page.

1.9 Hotel VIP presentation

- 1.9.1 A VIP presentation for hotels consists of a page on which the hotel is presented on the booked websites. This page is linked to the location of the hotel or accommodation.
- 1.9.2 The hotel also appears on the list of hotels on the landing page.
- 1.9.3 The Client provides input for the page in accordance with the specifications and questionnaire.
- 1.9.4 Texts, including titles and subtitles, are always written or (partially) rewritten by the editors of SMG, in the tone and style of the booked websites.
- 1.9.5 Images must be made available by the Client (unless already in the possession of SMG). In keeping with the subject. The Client is responsible for the commercial rights that are vested in the photos. Any fines arising from the use of photos on the weblog of SMG will be recovered from the Client.
- 1.9.6 The page or pages are sent to the Client for approval prior to publication. The Client can provide feedback on this no more than twice. The editors will process the comments in the style of the website.

1.10 Listing on themed pages

- 1.10.1 A listing in the 'Best destinations for...' on themed pages (e.g. starters, families) can be booked with an internal link to the destination page on the booked website.
- 1.10.2 A suitable themed page is proposed in consultation with SMG. SMG can refuse listing if, in the opinion of the editors, it is not suitable.
- 1.10.3 In addition to 'Best destinations for...', the Client is listed on one or more places on the themed page, with an internal link.
- 1.10.3 A listing on the themed page is in accordance with the period described in the Order, with a fixed start and end date.
- 1.10.4 The Client provides input for the page in accordance with the specifications provided by SMG.
- 1.10.5 Texts, including titles and subtitles, are always written or (partially) rewritten by the editors of SMG, in the tone and style of the booked websites.
- 1.10.6 Images must be made available by the Client (unless already in the possession of SMG). In keeping with the subject. The Client is responsible for the commercial rights that are vested in the photos. Any fines arising from the use of photos on the weblog of SMG will be recovered from the Client.
- 1.10.7 The page or pages are sent to the Client for approval prior to publication. The Client can provide feedback on this no more than twice. The editors will process the comments in the style of the website.

1.11 Facebook Update

- 1.11.1 A Facebook Update consists of a photo album of 5 to 7 pictures or a short video (Live Report) of 30 to a maximum of 90 seconds that is published on the Facebook page of the booked platform.
- 1.11.2 A Facebook Update always uses current images. Preferably published on the day of the recording, but no more than 3 days old, provided the weather conditions are the same. Visitors must have the impression that the images are 'live'.
- 1.11.3 Standard press photos or videos are not accepted for a Facebook Update. Photos must be up-to-date and made exclusively available for SMG.
- 1.11.4 The publication date is determined in consultation.
- 1.11.5 In the event of poor weather conditions, the Facebook Update can be postponed, provided that the SMG team is still on site or that the Client provides the images itself.
- 1.11.6 Photos can be taken by the SMG editors if they are on site or, alternatively, can be supplied by the Client.
- 1.11.7 If the Client supplies the photos, a minimum of 10 and a maximum of 20 photos must be sent to the SMG editors. The final selection of photos is made by the editors. The Client is responsible for the commercial rights that are vested in the photos. Any fines arising from the use of photos on the weblog of SMG will be recovered from the Client.
- 1.11.8 More information about the delivery and formats of the visual material can be found in the specifications prepared by SMG.
- 1.11.9 The Client may express wishes as regards the accompanying text on Facebook, but the text will always be written or (partially) rewritten by the SMG editors in the tone and style of the booked platforms.
- 1.11.10 Videos are always edited by the SMG editors in the style of the booked platforms.
- 1.11.11 In principle, video clips are always shot by the SMG team on site.
- 1.11.12 If the Client even wishes to supply the video clips itself, the following conditions apply:
 - Test video clips must be sent to the SMG editors for verification prior to the final Facebook Update at least 2 weeks before the booked Facebook Update.
 - If the clips match the quality and style of the booked platforms, agreements will be made for the content of the final Facebook Update and the number of clips to be supplied.
 - If the clips are not in keeping with the quality and style of the booked platforms, SMG, without stating any reasons, may decide against using the supplied clips.

- 1.11.13 A link to the destination page on the booked website can be integrated into the Facebook Update if so desired.
- 1.11.14 A link in the post to a landing page of the Client is not possible.
- 1.11.15 Portraying the Client as a 'business partner' on Facebook is possible.

1.12 Facebook LIVE

- 1.12.1 During a Facebook LIVE event, SMG records a live video via one of their Facebook channels.
- 1.12.2 A Facebook LIVE event takes 30 to 60 minutes, depending on the route and interaction with viewers.
- 1.12.3 The Client can express wishes about the content of Facebook LIVE in advance, by means of an online questionnaire. Themes, subjects, places to be visited and activities are discussed with the Client and determined in consultation, in keeping with the target group of the platform.
- 1.12.4 SMG ultimately determines the final specifics of the Facebook LIVE event, taken into account the Client's wishes as much as possible.
- 1.12.3 To enable Facebook LIVE, a team of two will come to the location to prepare the broadcast in order to actually go live on the booked Facebook channel from your destination.
- 1.12.4 The period of the visit by SMG will be determined in consultation, preferably within 2 weeks of signing the offer and at least one month before the start of the trip, depending on the wishes of the Client and the availability of the SMG team.
- 1.12.5 The planned dates cannot be changed by the Client on account of weather conditions or other causes.
- 1.12.6 Depending on the size of the content to be produced, the team remains at the destination for a period of 1 to 4 nights, with a minimum of 2 full days on site. 1 day in preparation and the day of the broadcast.
- 1.12.7 The desired duration of the stay is agreed with the Client in advance.
- 1.12.8 The costs for overnight stays in a hotel/guest house with breakfast and dinner included are at the expense of the Client.
- 1.12.9 Themes and activities are discussed with the Client in advance and determined in consultation, in keeping with the target group of the platform.
- 1.12.10 Costs for the activities and any guidance (lift pass, mountain guide, rental equipment, etc.) are at the expense of the Client.
- 1.12.11 Travel expenses (airline tickets, car hire, petrol, vignette (toll sticker)) are payable by SMG.
- 1.12.12 In order to increase the reach *and* interaction with the viewers (doubling or tripling this), a competition during Facebook LIVE has proven to be a very successful tool. The Client makes the prize available (lift pass, holiday or similar), which will be raffled after the broadcast among all viewers who have left a comment under the video. This option is not mandatory, but it is highly recommended.
- 1.12.13 A reliable mobile Internet network such as a strong 4G connection is a condition for a high-quality Facebook LIVE broadcast (sharp image, no interruptions, clear sound). Experience has shown that a local public WiFi connection is not sufficient.
- 1.12.14 During Facebook LIVE, SMG moves within a certain area and therefore a reliable mobile Internet connection covering the entire area is of great importance.
- 1.12.15 SMG would like to receive suggestions in advance for possible routes they can take during the Facebook LIVE event. The route will be tested on site to ensure Internet coverage. During winter, SMG travels through the area by means of lifts and skis/snowboard. In the summer SMG uses lifts or goes on foot.
- 1.12.16 During the Facebook LIVE event, SMG likes to meet a local resident or residents for a brief interview. The Client can make suggestions and/or express wishes for this as well.
- 1.12.17 Visiting a mountain hut/restaurant during Facebook LIVE is possible. This allows viewers to watch local specialities and taste the atmosphere. The Client can provide suggestions for this as well.
- 1.12.18 During the Facebook LIVE event, it is possible to show brief pre-recorded videos (30 to 60 seconds), in consultation. Other activities can be presented in those videos. SMG reserves 4 hours for recording the footage and editing per activity. This extra time per activity must be taken into account when planning the on-site stay.

- 1.12.19 SMG's objective during the Facebook LIVE event is to portray the region of the Client as realistically and positively as possible.
- 1.12.20 SMG endeavours to maximise interaction with the viewers in order to generate the best possible reach.
- 1.12.21 Inappropriate responses to the Facebook LIVE event during the broadcast will be ignored by SMG and be removed later on.
- 1.12.22 The presenter and the cameraman will familiarise themselves with the characteristics and possibilities of the destination in advance, so they can provide the best possible answer to questions from viewers. Questions they are unable to answer immediately are dealt with after the broadcast and added as a response under the Facebook post afterwards.
- 1.12.23 SMG takes the wishes of the Client into account as much as possible, but cannot subsequently be held liable if parts during the Facebook LIVE event run differently than planned.
- 1.12.24 SMG is not responsible for breakdowns or Facebook LIVE going offline due to a poor or failing internet connection.

1.13 Instagram story, feed and live

- 1.13.1 An Instagram story consists of 5 to 7 photos or brief videos. The layout of the story is based on the options offered by Instagram offers and according to the style of the booked platform.
- 1.13.2 An Instagram feed photo consists of a photo that is posted on the Instagram feed of one of our platforms, including a description, hashtags, tags and location.
- 1.13.3 An Instagram story always uses current images. Preferably published on the day of the recording, but no more than 3 days old, provided the weather conditions are the same. Visitors must have the impression that the images are 'live'.
- 1.13.4 The publication date is determined in consultation. The editors of SMG determine the time of the posts.
- 1.13.5 In the event of poor weather conditions, the Instagram story can be postponed, provided that the SMG team is still on site or that the Client provides the images itself. Note: images showing extreme weather conditions (snow, storm, thunderstorm) can stand out and therefore 'score' very well on Instagram.
- 1.13.6 Photos and stories can be created by the SMG editors if they are on site or, alternatively, they can be supplied by the Client.
- 1.13.7 If the Client supplies the photos or input for the stories, a minimum of 10 and a maximum of 20 photos must be sent to the SMG editors. Images must always be recorded vertically (not in landscape). The final selection of photos is made by the editors. If the quality of the images is insufficient, SMG reserves the right not to post the story. The Client is responsible for the commercial rights that are vested in the photos. Any fines arising from the use of photos on the weblog of SMG will be recovered from the Client.
- 1.13.8 Standard press photos or videos are not accepted for an Instagram story, because they are not unique and current.
- 1.13.9 Stories are not sent to the Client for approval in advance. The editors select the images and write the texts in keeping with the platform.
- 1.13.10 More information about the delivery and formats of the visual material can be found in the specifications prepared by SMG.
- 1.13.11 The Client may express wishes as regards the accompanying text on Instagram, but the text will always be written or (partially) rewritten by the SMG editors in the tone and style of the booked platforms.
- 1.13.12 Instagram Live is subject to exactly the same conditions as described in section 4.12 (Facebook LIVE), with the exception of section 4.12.18 (technically still impossible at the moment).

1.14 Video production.

- 1.14.1 A video production can be booked for one or more SMG channels or for the Client's own use.
- 1.14.2 A video production can have one or more themes that are determined in consultation with the Client.
- 1.14.3 A scenario and script are drawn up in consultation with the Client and sent for approval in advance.
- 1.14.4 A team will be on site for the recording and production of the video.

- 1.14.5 The period of the visit by SMG will be determined in consultation, preferably within 2 weeks of signing the offer and at least one month before the start of the trip, depending on the wishes of the Client and the availability of the SMG team.
- 1.14.6 Once planned, trip dates cannot be changed on account of weather conditions or other causes.
- 1.14.7 The size of the video team and travel time are determined on the basis of the size of the video content to be produced.
- 1.14.8 The desired duration of the stay is agreed with the Client in advance.
- 1.14.9 The length and publishing channel of a video production are described in the Order.
- 1.14.10 Video productions are published via the booked YouTube channel and posted on Facebook to generate more views and awareness. The content of the post is determined by SMG, but always aims to generate as many views as possible.
- 1.14.11 Video productions are sent to the Client for approval prior to publication. The Client can provide feedback on this no more than twice. The feedback will be processed by the editors in keeping with the style of the video.
- 1.14.12 Changes can no longer be requested by the Client after approval and publication.
- 1.14.13 A video production remains online on the booked channel indefinitely.
- 1.14.14 Travel expenses (airline tickets, car hire, petrol, vignette (toll sticker)) are payable by SMG.
- 1.15.15 The costs for overnight stays in a hotel/guest house with breakfast and dinner included are at the expense of the Client.
- 1.15.16 Costs for the activities and any guidance (lift pass, mountain guide, rental equipment, etc.) are at the expense of the Client.

1.15 Web series 24 UUR IN.

- 1.15.1 During the web series 24 UUR IN, the presenter visits a destination for 24 hours, undertaking all kinds of activities whilst there.
- 1.15.2 The web series package contains: A 45-second video promotion
Footage of the 45-second video may be requested by the Client for its own marketing purposes 4 Weblogs at Skiinformatie.nl or 24 UUR IN.nl
An episode of 15 to 20 minutes
- 1.15.3 Themes and activities for the episode are discussed with the Client in advance and determined in consultation.
- 1.15.4 SMG draws up the script and scenario for the episode based on the theme and the activities. This is sent to the Client for approval.
- 1.15.5 The episode and other parts of the package will be put online no later than 3 weeks after the recording.
- 1.15.6 The episode is also shared via the social channels and on Skiinformatie.nl and Snowplaza.nl.
- 1.15.7 The web series is promoted twice. Once during the current season and once at the start of the next winter season.
- 1.15.8 The production team that will be visiting on site consists of 3 people: the producer, the cameraman and a presenter.
- 1.15.9 The costs for overnight stays of the production team in a hotel/guest house with breakfast and dinner included are at the expense of the Client.
- 1.15.10 Costs for the activities and any guidance (lift pass, mountain guide, rental equipment, etc.) are at the expense of the Client.

1.16 Magazine 24 UUR IN.

- 1.16.1 24 UUR IN Magazine is a printed magazine that is published twice a year.
- 1.16.2 The magazine has a circulation of 80,000 and can be picked up for free at selected points in the Netherlands.

- 1.16.3 Subjects for the articles can be determined by the customer in consultation with the editors. Alternatively, SMG editors can make a proposal for themes in keeping with the target group.
- 1.16.4 Press releases and texts, as well as ready-made weblog articles, can be offered for inspiration purposes, but are not published ad verbatim.
- 1.16.5 Texts, including titles and subtitles, are always written or (partially) rewritten by the editors of SMG, in the tone and style of the magazine.
- 1.16.6 Images must be made available by the Client (unless already in the possession of SMG). In keeping with the subject. The Client is responsible for the commercial rights that are vested in the photos. Any fines arising from the use of photos on the weblog of SMG will be recovered from the Client.
- 1.16.7 Logos or images that contain logos are not allowed in articles.
- 1.16.8 Photo credits are published according to the standard format of SMG, if so desired.
- 1.16.9 Articles are sent to the Client for approval prior to publication. The Client can provide feedback on this no more than twice. The feedback will be processed by the editors in keeping with the style of the magazine.
- 1.16.10 After approval and publication, SMG can never be held liable for any misstatements or losses resulting from publication in the magazine.

1. 17 Exclusive and/or other products.

- 1.17.1 For products not provided for in sections 4.1 to 4.16, the conditions as described in the Contract and the conditions as described in articles 4.17.2, 4.17.3, 4.17.4 apply. In addition:
- 1.17.2 texts, including titles and subtitles, are always written or (partially) rewritten by the editors of SMG, in the tone and style of the magazine or booked platform.
- 1.17.3 Images must be made available by the Client (unless already in the possession of SMG). In keeping with the subject. The Client is responsible for the commercial rights that are vested in the photos. Any fines arising from the use of photos on the weblog of SMG will be recovered from the Client.
- 1.17.4 The costs for accommodation, lift passes and transport are always payable by the Client, unless stated otherwise in the agreement.