

unverzglich hierber zu informieren.

11.2. Der Auftragnehmer verpflichtet sich zur Einhaltung von § 13 Mindestlohngesetz (MiLoG). Der Auftragnehmer wird seinen Mitarbeitenden den gesetzlichen Mindestlohn zahlen und dies auf Anforderung nachweisen. Weiterhin verpflichtet sich der Auftragnehmer diese Verpflichtungen auch seinen Nachunternehmern aufzuerlegen und entsprechende Nachweise zu verlangen. Sofern OMG oder die Einzelagentur von Mitarbeitenden des Auftragnehmers oder des Nachunternehmers auf Zahlung von Mindestlohn in Anspruch genommen wird, verpflichtet sich der Auftragnehmer, OMG oder die Einzelagentur von der Haftung freizustellen und jeden daraus entstehenden Schaden zu ersetzen.

11.3. D

3.2. Sofern kurzfristig Beihefter oder andere AdSpecials eingesetzt werden, die ein Anzeigenmotiv abdecken, erfolgt vorab eine Information an OMG oder die Einzelagentur.

3.3. Die redaktionelle Verschiebung von Anzeigenschaltungen, -platzierungen und -motiven ist der OMG oder der beauftragenden Einzelagentur unverzüglich und begründet mitzuteilen. In diesen Fällen bietet der Auftragnehmer der OMG gleichwertige Alternativen an.

4.

I. Terms and Conditions of Omnicom Media
Group Germany GmbH

1. General

1.1.

shall be taken into account in the systems used (ad server, booking system, etc.) and in the documents exchanged with OMG or the individual agency.

4.6. The placement of advertisements is only to be carried out in the environments specified in the order. Any change to the placement requires the explicit consent of OMG or the individual agency.

4.7. A maximum cancellation period of 14 days applies.

4.8. The Contractor shall provide all technical and other specifications necessary for the production of the booked advertising materials in a timely manner. OMG or the individual agency shall be informed of any changes to specifications in suitable time. If advertising material which has been made available prior to the changed specifications is not suitable for placement, the Contractor shall bear the additional costs necessary for the modification of the advertising material.

4.9. The data collected by OMG or the individual agency on its server (ad server data) are decisive for measuring the number of advertising media impressions (ad impressions) and the number of clicks on an advertising-supporting hyperlink (ad clicks).

4.10. Ad fraud, i.e. fraudulent pretence of an advertising service that has not been provided or has been provided incorrectly, is unacceptable. The Contractor is obliged to use current technologies (e.g. IAS) in order to detect and prevent ad fraud as well as new types of bots and fraud in good time. If an ad fraud threshold of 0.5% is exceeded, OMG or the individual agency will be consulted. In such a case, the Contractor shall reimburse OMG or the individual agency at least the placement costs on a pro rata basis in relation to the exceeding of the Ad Fraud threshold.

4.11. The Digital Booking Terms & Conditions available under www.omnicommediagroup.com are to be acknowledged by the Contractor in the context of digital advertising space bookings and must be complied with in addition to the provisions of this Section 4 of the General Terms and Conditions.

5. Special conditions for radio

5.1. Insofar as the Contractor reserves the right to postpone the broadcasting of commercials to another broadcast day at the same time if possible, if radio program employees, actors or other persons known through the radio also audibly participate in one of the programs of the booked combinations on the same day, this will only be done with prior agreement with OMG or the individual agency.

5.2. At the end of the month, the Contractor shall send an unsolicited confirmation of transmission stating the advertising block and the real time at which the advertisement was broadcast.

6. Special conditions for outdoor advertising

6.1. For line items that exceed a term of one month (e.g. permanent advertising orders, transport media, etc.), the Contractor grants a special right of termination with a notice period of 60 calendar days if the advertiser for whom the booking was made has stopped payment or filed for bankruptcy.

The Contractor shall check the advertising material at regular and appropriate intervals. In the event of non-execution, interruption, premature termination, delay, defective execution or other disruption of the advertising