

Rules of Play and Guidelines for Billboards and Breakbumpers Brand Partnerships Ad Alliance

Sponsor displays on billboards and breakbumpers serve to inform viewers, to whom the existence of a sponsor agreement must explicitly be pointed out.

Billboards are placed at the beginning and/or end of programmes, whereas breakbumpers are placed at the beginning and/or end of commercial breaks. Billboards and breakbumpers are not commercials and are covered by a regime that differs from that of commercials. In order to avoid any misunderstanding or unclarity about the use of billboards and breakbumpers, you are advised to observe the rules of play and guidelines below before incurring any production costs. Ad Alliance B.V. (hereinafter referred to as “Ad Alliance”) and the operators of the Channels and/or Digital Platforms that are represented commercially by Ad Alliance, have drawn up the following rules of play and guidelines for the Channels and/or Digital Platforms concerned, such with due observance of the laws and regulations applicable.

Rules of Play

- A. The party that will produce the billboard and/or the breakbumper will be determined in consultation between the sponsor and Ad Alliance. If the sponsor is responsible for producing the billboard and/or the breakbumper, it will ensure that the billboard and/or breakbumper has an appearance that is in line with the image of the relevant Channel and/or Digital Platform.
- B. The creative concept will be determined in consultation by Ad Alliance and the sponsor (possibly in the presence of the sponsor’s advertising agency).
- C. The creative concept will be submitted for approval to Ad Alliance in writing and in advance. Producing a billboard and/or breakbumper without any creative concept approved in writing in advance is explicitly at the sponsor’s risk. Ad Alliance may refuse to broadcast any billboard and/or breakbumper that it has not approved in writing. Deviations from an approved creative concept must again be submitted for written approval.
- D. The sponsor guarantees that the billboard and/or breakbumper is not in conflict with any applicable law and/or regulation, including, but not limited to advertising codes and/or other codes of conduct in the field of advertising and sponsorship.
- E. No rights whatsoever can be derived from the fact that (one of) the Channels and/or Digital Platforms broadcast a specific billboard and/or breakbumper in the past.
- F. Billboards and/or breakbumpers must be supplied to Ad Alliance ready for broadcast no later than five working days (before 12:00 hours) before the first broadcast in accordance with the [‘Delivery Specifications for commercials and billboards’](https://adalliance.nl/inkoopinfo) (adalliance.nl/inkoopinfo).
- G. In addition to a “wordt-” and/or “werd-version” (is/was sponsored by) of the billboard (depending on the billboard position), sponsor will also provide an “en-version” of the billboard, as mentioned in Guideline 2.

H. The costs of producing the billboard and the breakbumper are borne by the sponsor.

Guidelines

1. A billboard lasts no longer than five seconds per sponsor (with the exception of the billboard displayed at RTL Weer Primetime (RTL weather report) and RTL Klok (RTL Clock), which billboard lasts no longer than 10 seconds). The total duration of the successive/linked billboards (*flipboards*) at a programme lasts no longer than 15 seconds.

2. A billboard bear the following statement:

- "dit programma (or name of programme) wordt/werd gesponsord door [trade name/name given in the articles of association/trademark of sponsor]".

or

- "dit programma (or *name of programme*) wordt/werd mede mogelijk gemaakt door [*trade name/name given in the articles of association/trademark of sponsor*]".

or

- "en [*trade name/name given in the articles of association/trademark of sponsor*]".

or

- "this program (or *name of programme*) is/was sponsored by [*trade name/name given in the articles of association/trademark of sponsor*]".

or

- "and [*trade name/name given in the articles of association/trademark of sponsor*]".

The above statement must be made in a clearly audible manner, and, if desired, additionally in a clearly legible¹ manner.

3. It is permitted for a billboard to contain exclusively one or more of the following components:
- a. an image of sponsor's product or services. The terms 'product' and 'services' also includes generic products and services or the packaging of products or parts thereof.
 - b. an image of the sponsor's business location.
 - c. the display and/or mention of the sponsor's generally applicable pay-off.²

¹ Clearly legible: minimum font size of 22 and contrasting with the other billboard components.

² For example: a pay-off within the context of a special offer/advertising campaign (discount offer or announcement of a sale) of the sponsor is not permitted. This is not the generally applicable pay-off, but only the

- d. the display of a word- and/or figurative trademark (logo) of the sponsor.
 - e. the display of the sponsor's URL or one of its social media domains. The URL/social media domain must correspond to the statement of the sponsor's name under Guideline 2.
 - f. the display of applicable notifications required for the industry (e.g. 'Let op! Geld lenen kost geld', 'Geen 18, geen alcohol', 'Lees voor het kopen eerst de aanwijzingen op de verpakking').
 - g. an image of a character or characters derived from a commercial or advertisement (provided that it is not of a soliciting nature!).³
 - h. background music, whether or not derived from a commercial or advertisement. BUMA-STEMRA rights and other applicable rights are at the sponsor's expense and risk.
 - i. the above components may be displayed using moving images.
4. It is not permitted for a billboard to contain one or more of the following components:
- a. the display or mention of soliciting or promotional statements, including the statement "new" and references to the sponsor's special offers/advertising campaigns.⁴
 - b. the display or mention of information about products or services (such as prices, offers, USPs, release dates and sales and distribution channels).
 - c. images and/or fragments from a commercial or advertisement, or similar images, if this insufficiently distinguishes the billboard from the relevant commercial or advertisement. This is in any event the case if, in addition to these images, the billboard also contains music such as that included in Guideline 3 (h).
 - d. images and/or fragments from the programme, or similar images, if this insufficiently distinguishes the billboard from the relevant programme.
 - e. other visual and audio elements and additions.
5. The sponsor is obliged to show its advertising materials (including commercials, special offers, etc.) to Ad Alliance at the latter's request.
6. These Guidelines also apply to breakbumpers. In addition to the statement set out at Guideline 2, it is permitted to mention and/or display the text "Tot zo!" (We'll be right back!) or "Welkom terug" (Welcome back) or, subject to the prior agreement of Ad Alliance, a varied form with the same purpose and the same purport (provided that it is not of a soliciting nature!).
7. If more than one sponsor is stated on a billboard, the relevant sponsors must have reached agreement among themselves and with Ad Alliance as to how this will be done. In this case, Guideline 3 does not automatically apply, as the existence of sponsor agreements must explicitly be pointed out to viewers.
8. The news and current affairs programmes cannot be sponsored.

pay-off for this specific advertising campaign. A pay-off cannot encourage the purchase/lease of the sponsor's products/services.

³ For example: images of a character or characters that are part of a discount offer or the announcement of a sale are not permitted, as they are excessively soliciting because they announce the discount offer/sale.

⁴ For example: statements with regard to a discount offer or the announcement of a sale are not permitted, as they are excessively soliciting because they announce the discount offer/sale. A pay-off cannot encourage the purchase/lease of the sponsor's products/services.

9. The sponsor warrants that none of the materials it supplies, whether of an audio, visual or other nature, contain anything that constitutes a violation of any right belonging to another party, including copyright or any other intellectual or industrial property right, and that it is authorised to disclose the materials or have these disclosed and/or to reproduce these. The sponsor indemnifies Ad Alliance, the operators of the Channels and/or Digital Platforms, its principal and/or third parties working for and/or with them and holds them harmless from and against all costs and damage arising from third-party claims in connection with infringement or alleged infringement of copyrights of these third parties or any other claims that third parties may lodge against Ad Alliance, the operators of the Channels and/or Digital Platforms, its principal or third parties working for and/or with them regarding the disclosure and/or reproduction of the materials supplied or on any other ground.

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