

Süddeutsche Zeitung

General terms and conditions for advertising orders

24.11.2025

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1. Advertising order

(1) These General Terms and Conditions (GTC) and the publisher's price list valid at the time of conclusion of the contract, the provisions of which form an integral part of the contract, apply to every advertising order and/or follow-up orders between Süddeutsche Zeitung GmbH (the "Publisher") and an advertiser or other advertiser (the "Client"). "Advertising order" is the contract between the Publisher and a Client for the publication of one or more advertisements, one or more third-party inserts or one or more other advertising materials (advertisements, third-party inserts and other advertising materials hereinafter referred to individually or collectively as "advertising materials") in a printed publication and/or on the Internet for the purpose of distribution.

(2) Additional terms and conditions apply to the online classifieds markets, which can be found under the respective headings at www.sz.de.

(3) Any terms and conditions of the client that do not comply with these terms and conditions are excluded.

2. Conclusion of contract; completion

(1) Offers for advertising orders can be placed by the client in person, by telephone, in writing, by email, fax or electronically. The publisher is not liable for transmission errors. A contract is only concluded upon confirmation of the order by the publisher, which is made in writing or by email, subject to other individual agreements between the publisher and the client. In the case of telephone orders, an order confirmation will only be issued upon express request. The publisher is entitled to reject advertising orders, including individual call-offs within the scope of a contract, at its own discretion. This applies in particular if their content violates laws or official regulations, has been objected to by the German Advertising Council in a complaint procedure, their publication is unreasonable for the publisher due to their content, origin or technical form, or if supplements give the reader the impression of being part of the newspaper due to their format or presentation, or contain third-party advertisements. In no case will the publisher accept insert orders without prior submission of a sample. **"Contract"** is an agreement for the placement of several advertisements, third-party inserts or other advertising material in accordance with the publisher's discount scales, whereby the individual legally binding advertising orders only come into effect upon written or electronic confirmation of the call-off. **"Call-off"** is the client's request to the publisher to publish a specific advertisement, third-party insert or other advertising material on the basis of a contract and to deliver the texts and templates required for production. If no publication date has been agreed, advertising material must be called off no later than one (1) year after conclusion of the contract. A contract for several advertising materials must be fulfilled within one (1) year of the publication of the first advertising material. It is not possible to include items in a contract in terms of number and quantity for which the tariff does not provide a discount.

(2) For the sake of clarity, it is pointed out that the client has no right of withdrawal under any circumstances. For the services to be provided in accordance with these General Terms and Conditions, the client's individual selection is decisive, i.e. these services are tailored to the client's personal needs.

3. Advertising deadline / Publication date

The advertising deadlines and publication dates stated in the price list are not binding for the publisher. The publisher is free to adjust these at short

notice in accordance with the production process.

4. Placement of advertising materials

(1) Advertising material shall be published in specific issues, editions, or locations within the publication if this has been expressly agreed in writing or in text form. Classified ads shall only be printed in the relevant section. Unless a specific placement has been agreed, the publisher shall be free to determine the placement.

(2) If an advertisement cannot be placed within an ordered issue, the publisher may publish this advertisement at the same price in an issue with the same or a larger distribution area. This does not apply if there was an objectively comprehensible reason known to the publisher for ordering a specific issue (e.g., in the case of an advertisement for a locally limited offer).

5. Cancellation of orders

Advertising orders can only be canceled in writing or in text form. Advertising orders can be canceled up until the original advertising deadline. If the advertising material has already been sent to print, the client must pay for the advertising material. In addition, the publisher may demand reimbursement of the costs incurred up to the time of cancellation in accordance with the statutory provisions.

6. Color displays

If, in accordance with the order, a base color is not used when creating color advertisements, the price will not be reduced. Complaints regarding color must be made within seven (7) days of receipt of the document, as aging processes can cause color shifts.

7. Printing documents

(1) The client is responsible for the timely delivery of complete, error-free printing documents that comply with the contractual specifications. The publisher may request replacement printing documents, in particular for printing documents that are recognizably unsuitable or damaged. The publisher guarantees the usual print quality for the edition in question within the scope of the possibilities offered by the print documents. If templates are sent to the publisher digitally (e.g., via CD-ROM or email), they may only be transferred as closed files, i.e., files whose content cannot be changed by the publisher. The publisher shall not be liable for the incorrect publication of advertising material that is transmitted in open files (e.g., files saved in InDesign, QuarkXPress, Corel Draw) or otherwise contrary to the publisher's specifications or recommendations, or for any other failure by the client to comply with these General Terms and Conditions or the price list.

(2) Print documents shall only be returned to the client upon written request by the client; otherwise, they shall become the property of the publisher. The obligation to retain them shall end six (6) weeks after publication of the advertising material.

(3) QR codes (quick response codes) must be displayed in black and white in advertising material.

(4) The client is responsible for ensuring that the files transmitted are free of computer viruses. The publisher shall delete files containing computer viruses without the client being able to derive any claims from this. The publisher also reserves the right to claim compensation if the computer viruses cause further damage to the publisher.

8. Print height of advertisements

If no specific sizes have been agreed or specified, the advertisement will be printed and invoiced at the standard height for such advertisements, which is based on the general publishing information applicable at the time the contract is concluded. If the print height of a finished print document differs from the print height ordered in the order, the dimensions of the printed advertisement shall apply. Fractional millimeters shall be rounded up to the nearest full millimeter.

9. Editorially designed advertising material / text advertisements

The presentation and labeling of editorially designed advertising material must be agreed with the publisher in good time before publication. The publisher is entitled to clearly label advertising material that is not recognizable as such with the word "advertisement." Text advertisements (advertisements that are adjacent to at least three pages of editorial text and not to other advertisements) must be distinguished from the editorial section by their basic font. If they are not recognizable as advertisements due to their design, they shall be clearly marked as advertising.

10. Granting of rights; liability for the content of the advertising material

(1) The client guarantees that it possesses all rights necessary for the placement, publication, and distribution of the advertising material. The client grants the publisher the copyright, ancillary copyright, and other rights necessary for the appropriate use of the advertising material in the respective advertising media, in particular the respective rights necessary for reproduction, distribution, transmission, broadcasting, editing, making publicly available, storing in a database, extracting from a database, and making available for retrieval, in terms of time, space, and content to the extent necessary for the execution of the advertising order. The aforementioned rights are granted in all cases without geographical limitation and entitle the client to place the advertising using all known technical methods and in all known forms of advertising media.

(2) The client is responsible for the content and legal admissibility of the advertising material. The client shall indemnify the publisher in full against all claims by third parties for infringements of copyright, personal rights, trademark rights, or other property rights, including reasonable costs for legal defense.

(3) The publisher is not obliged to check whether an advertising order is legally permissible or infringes the rights of third parties. If the publisher is obliged (e.g. by court order) to print a counterstatement or similar, the client shall bear the costs in accordance with the valid price list.

11. Proofs

Proofs will only be supplied for advertisements larger than 50 mm² and only upon express request. The publisher will take into account any corrections notified to it within the deadlines it has set; otherwise, approval for printing shall be deemed to have been given. The client shall be responsible for the accuracy of the corrected proofs.

12. Advertising voucher

Upon request, the publisher will provide a copy of the advertisement receipt with the invoice. If a receipt can no longer be obtained, it will be replaced by a certificate from the publisher confirming the publication and distribution of the advertisement. Original receipts will only be provided upon payment. The publisher will only provide complete specimen copies upon request for advertisements larger than a quarter page.

13. Box number advertisements

Responses to box number advertisements will be kept available for collection for four (4) weeks after publication of the advertisement or sent to the client by regular mail (even if they are express or registered mail) or, in the case of emails, forwarded as electronic mail. After this period, the responses will be destroyed. Correspondence weighing more than 500 grams or larger than DIN A4 format, as well as goods, books, catalogs, advertising mailings, and small parcels/packages, are excluded from forwarding and will only be kept for collection. The publisher reserves the right not to forward obviously commercial offers unless the client has given express written instructions to do so. The client may authorize the publisher to open correspondence in the client's place and with the client's declared consent.

14. Payment

(1) Invoices issued by the publisher are payable without deduction within ten (10) days of receipt.

(2) Subject to other provisions in these General Terms and Conditions, payment may be made by credit card (Eurocard/MasterCard, VISA, American Express), bank transfer, or direct debit. The pre-notification period under the SEPA Core Direct Debit Scheme is reduced to one day. When orders are accepted by telephone, orders from customers without a contract are processed using the SEPA direct debit procedure; the debit is made one day after the invoice date without deduction. Incorrect invoices can be corrected within six (6) months of the invoice date. The general acceptance of the respective payment options can be found on the respective website or in the respective offer.

(3) In the event of a chargeback (credit card charge, direct debit, etc.) due to incorrectly provided information or insufficient funds, the publisher is entitled to charge a chargeback fee. In the event of a chargeback, the fee shall be up to EUR 35 per transaction, unless the client can prove that the publisher has incurred no or less damage as a result of the chargeback. If a credit card charge is not made directly by the publisher, it may be made by a payment service provider commissioned by the publisher.

(4) In the event of late payment, all outstanding invoices or subsequent invoices shall become due for immediate payment. In the event of deferral or late payment, interest shall be charged in accordance with § 288 BGB (German Civil Code). Reminder and collection costs incurred as a result of late payment shall be borne by the client. In the event of late payment, the publisher may postpone the further execution of a current order until payment has been made and demand advance payment. If there are justified doubts about the client's solvency, the publisher is entitled, even during the term of a contract, to make the publication of further advertising material dependent on advance payment of the fee and settlement of outstanding invoice amounts, deviating from the originally agreed payment terms.

(5) All prices are exclusive of value added tax at the statutory rate on the date of invoicing. Foreign customers must provide their sales tax identification number (VAT ID no.), proof of business status, or proof of exemption from German sales tax together with the advertising order. If the advertising order is not subject to value added tax, the invoice will be issued without value added tax. The publisher is entitled to charge VAT retrospectively if the tax authorities confirm that the advertising material is subject to tax. The client shall bear all fees, costs, and expenses incurred in connection with any legally required legal action against them outside Germany.

(6) The publisher has the right to assign its claims against the client to third parties.

(7) The client is only entitled to offset counterclaims if his counterclaims have been legally established and are not disputed.

15. Electronic invoice dispatch

(1) The client agrees to receive electronic invoices by email and instructs the publisher to send invoices electronically to the email address provided by the client. The client waives the right to receive invoices by post.

(2) The client shall ensure on the recipient side that all electronic invoices sent by email by the publisher can be delivered properly to the email address provided by the client and shall adapt technical equipment such as filter programs or firewalls accordingly. Any automated electronic replies to the publisher (e.g., out-of-office messages) cannot be taken into account and do not prevent valid delivery.

(3) The client must immediately notify the publisher in writing and in a legally valid manner of any change in the email address to which the invoice is to be sent. Invoices sent by the publisher to the email address last provided by the client shall be deemed to have been received by the client if the client has not notified the publisher of a change in their email address. The publisher shall not be liable for any damage resulting from the increased risk associated with sending invoices electronically by email compared to sending them by post. The client bears the increased risk of access by unauthorized third parties associated with storing electronic invoices.

(4) **WITHDRAWAL:** The client may withdraw from the electronic sending of invoices by email at any time. Once the publisher has received and processed the revocation, the client will in future receive invoices by post to the last postal address provided to the publisher. The publisher reserves the right to switch the delivery of invoices by email to the last postal address provided to the publisher for good cause.

(5) **CHANGE TO THE TERMS AND CONDITIONS FOR THE ELECTRONIC SENDING OF INVOICES BY E-MAIL:** Any change to the terms and conditions for the electronic sending of invoices by e-mail will be communicated to the

client by means of the electronic sending of the invoice by e-mail. This change shall take effect 30 days after delivery and shall be deemed approved if the client does not revoke their participation in the electronic delivery of invoices by email within this period in accordance with the preceding point "WITHDRAWAL." The publisher will specifically inform the client of the change to the terms and conditions, the 30-day period, the start of the period, and the significance of their actions.

16. Typesetting costs

The client shall bear the costs for the production of ordered templates, films, or drawings, as well as for significant changes to the originally agreed designs requested or justified by the client.

17. Different prices

The publisher may set prices that deviate from the price list for advertisements in publishing supplements and editorially designed advertisements, advertisements in special publications and collectives, and for advertising material sold after the advertising deadline.

18. Local prize

The local price is only granted for directly placed referral advertisements from companies based in Bavaria in the retail, trade, and commercial sectors, which also includes independently advertising chain stores.

19. Prices for the weekend edition

The weekend prices listed in the price list refer exclusively to the weekend edition, even if it is published on a day other than Saturday.

20. Discount associations

Written proof of a capital shareholding of more than 50 percent is required in order for subsidiaries to be granted a discount agreement. The publisher only grants discount agreements to privately organized companies (and therefore not to independent sovereign organizations or public-law corporations, among others).

21. Bonuses

Recruitment agencies and personnel consultants receive bonuses on request for advertisements in the job market. All bonuses are considered voluntary benefits provided by the publisher; there is no entitlement to them.

22. Warranty

(1) Complaints must be made by the client in the case of obvious defects within two (2) weeks of receipt of the invoice. Non-obvious defects must be reported by clients who are merchants within the meaning of the German Commercial Code (HGB) no later than one (1) year after publication of the advertising material. In the event of faulty printing of advertising material, despite timely delivery of flawless print documents and timely complaint, the client may demand the printing of flawless replacement advertising material (subsequent performance). The right to subsequent performance is excluded if this involves disproportionate costs for the publisher. If the publisher allows a reasonable deadline set for it to pass, refuses subsequent performance, if subsequent performance is unreasonable for the client or if it fails, the client has the right to withdraw from the contract or to claim a reduction in payment to the extent that the purpose of the advertising material was impaired.

(2) Warranty claims by clients who are merchants within the meaning of the German Commercial Code shall expire twelve (12) months after publication of the relevant advertising material.

23. Liability; force majeure

(1) The publisher shall only be liable

- (i) for damage caused by it intentionally or through gross negligence,
- (ii) for damage resulting from culpable injury to life, limb, or health,
- (iii) if and to the extent that this is mandatory under the Product Liability Act, and
- (iv) for damages resulting from at least slightly negligent breach of an obligation, the fulfillment of which is essential for the proper execution of the advertising order, the breach of which jeopardizes the achievement of the purpose of the contract, and on the observance of which the client regularly relies (cardinal obligations).

Otherwise, claims for damages against the publisher are excluded regardless of the legal basis.

(2) Liability for damages shall be limited to foreseeable, typically occurring damage, except in cases of liability for intent and culpable injury to life, limb, or health.

(3) Claims for damages by merchants against the publisher shall become time-barred, except for claims arising from tortious or intentional acts, twelve (12) months after the time at which the client became aware or should have become aware of the circumstances giving rise to the claim.

(4) Insofar as the publisher's liability is excluded or limited in accordance with the above provisions, this shall also apply to the personal liability of its employees, representatives, and vicarious agents.

(5) In the event of force majeure—such as war, civil war, terrorism, unrest, riots, embargoes, natural disasters, fire, epidemics, pandemics, legislative activities, court decisions or official measures, other unforeseeable circumstances beyond the publisher's control, such as operational or transport disruptions, industrial action through no fault of the publisher, difficulties in procuring raw materials, the publisher shall be released from its obligation to fulfill the order; The client shall have no claims for damages or other claims or rights of action in this regard. In light of the experience of the effects of the coronavirus (SARS-CoV-2/Covid-19) and the resulting far-reaching government and other measures to restrict the economy and public life, the above provisions on force majeure shall regardless of the case of force majeure, apply accordingly if (a) an event of force majeure continues while the parties conclude an advertising contract and expect the event to end or a significant improvement to occur, but the event continues contrary to expectations or no significant improvement occurs (e.g., if a pandemic or epidemic continues); or (b) a force majeure event ended before

the conclusion of an advertising contract but recurs after its conclusion (e.g., if a pandemic or epidemic recurs).

(6) Against the backdrop of the ongoing war in Ukraine and the experience of the effects of the coronavirus (SARS-CoV[1]2/Covid-19) and the resulting far-reaching government and other measures to restrict the economy and public life, as well as the uncertainty about developments and effects in this context, the above provisions on force majeure under Section 23.5 shall apply mutatis mutandis in all cases of force majeure if (a) an event of force majeure persists during which the parties conclude an advertising order and expect the event to end or a significant improvement in the situation to occur, and regardless of the case of force majeure, apply accordingly if (a) an event of force majeure continues while the parties conclude an advertising order and expect the event to end or a significant improvement to occur, but the event continues contrary to expectations or no significant improvement occurs (e.g., if a pandemic or epidemic continues); or (b) an event of force majeure ended before the conclusion of an advertising contract but recurs after its conclusion (e.g., if a pandemic or epidemic recurs).

For clarification, it is further noted that events arising from and/or in connection with the coronavirus (SARS-CoV-2/COVID-19) and/or the war in Ukraine, or arising from and/or in connection with their development or effects, were unforeseeable within the meaning of Section 23.5 at the time the contract was concluded.

24. Advertising agencies

(1) Advertising agencies are obliged to adhere to the publisher's price list in their offers, contracts, and invoices to advertisers.

(2) The commission granted by the publisher is calculated on the basis of the customer's net amount, i.e., after deduction of discounts, bonuses, and deductions for defects. The commission is not granted on local and private prices and is only payable for the placement of third-party orders. It is only paid to advertising agencies recognized by the publisher, provided that the order is placed directly by the advertising agency, that the agency is responsible for procuring the finished and print-ready print documents, and that the agency is registered as an advertising agency.

(3) The publisher is free to reject orders from advertising agencies if there are doubts about the professional conduct of the agency's activities or the creditworthiness of the advertising agency. Advertising orders placed by advertising agencies are placed in their name and on their account. If advertising agencies place orders, the contract is therefore concluded with the advertising agency in case of doubt. If an advertiser is to become a client, this must be agreed separately, stating the name of the advertiser. The publisher is entitled to request proof of mandate from the advertising agency.

25. Final provisions

(1) German law shall apply, excluding the UN Convention on Contracts for the International Sale of Goods and excluding conflict of laws provisions.

(2) The place of performance is Munich.

(3) The exclusive place of jurisdiction for legal action against merchants, legal entities under public law, or special funds under public law, including international cases, is Munich. The publisher is neither willing nor obliged to participate in dispute resolution proceedings before a consumer arbitration board.

(4) Should one or more provisions of the advertising order/these General Terms and Conditions be or become invalid, this shall not affect the validity of the remaining provisions.

26. Data protection

Our current data protection information, which can be viewed by following the link, provides information on the data protection relevant to the execution of the contract: www.datenschutz.swmh.de/sz_en. Here you will also find all further information on the subject of data protection, in particular on the rights of the data subject.

Data processing for contract fulfillment

The publisher processes the customer's personal data in particular for the purpose of executing their contract (Art. 6 (1) (b) GDPR). In order to be able to inform customers about its offers, the publisher also processes the data provided for its own customer analyses and postal advertising on the basis of its legitimate interests in customer analysis and direct marketing (Art. 6 (1) (f) GDPR).

Direct marketing

With the express consent of the customer, which can be revoked at any time in the future, the publisher will also send advertising by telephone and/or email (§ 7 (2) No. 1, 2 UWG).

If the customer wishes to revoke their consent, they can simply send a message with their request to datenschutz@sz.de or to the postal address below, Data Protection Department.

The publisher will also inform the customer by email, without their consent, about its own offers that are similar to those ordered by the customer (§ 7 (3) UWG).

Objection to advertising: The customer may object to the processing of their data for direct marketing purposes at any time. (werbe-widerspruch@sz.de or to the postal address below, Data Protection Department)