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MEDIA GUIDE 2023



TERMS & CONDITIONS

RX In the business of
building businesses



Price List No. 55 | Last revised: January 2023

Terms & Conditions – Print advertising

1. These General Terms and Conditions of Business apply to contracts between PSI, Niederlassung der RX Deutschland GmbH, Völklinger Straße 4, 40219 Düsseldorf (RX), and clients concerning advertising in PSI print media (orders).
2. By booking adverts and inserts, you affirm that you possess all the rights necessary for publishing the content in the ads and inserts. You also affirm that neither rights of third parties, in particular copyright, personal rights or other industrial property rights, nor other legal regulations, especially those related to competition, telecommunications media, data protection or consumer protection, will be violated. Furthermore you affirm in particular that no content is published that is seditious, racist, or that glorifies violence, or endangers youth. In the process, you undertake to exempt RX from all claims of third parties asserted against RX due to violation of legal regulations or the fulfilment of the contractual relationship. In addition, you shall bear the costs of any necessary legal defence of RX, including court and lawyers' fees, to the amount required by law, and shall exempt RX from these costs. In the event of third-party claims, you shall be obligated to give RX, truthfully, fully and in good faith, all information at your disposal and make available all documents required to examine and build up a defence against the claims.
3. RX reserves the right to accept or reject orders for adverts or inserts at its own discretion. RX reserves the right to accept or reject specific advertising copy in ads or inserts. Applying consistent criteria, RX is entitled to reject orders for ads or inserts on the basis of their content, origin or technical form. RX is also entitled to reject orders for ads or inserts placed by publishers' sales representatives or other receiving offices. RX shall inform the Client of any rejection without delay. The Client shall not be entitled to countermand or cancel orders placed with RX. Nor shall the Client be entitled to cancel if the structure, layout, extent or title of the publication changes, if RX rejects specific orders in accordance with Clause 2 above, or if a third party carries out publishing of the printed matter instead of RX.
4. The effective prices for ads and inserts can be found in the RX price list, published at www.psi-network.de/mediaguide. The Client is responsible for delivering the material for the ads and inserts in good time to RX. The costs for preparing the final version of advert drafts and producing the necessary masters are not included in the advert prices. Insofar as the Client does not make the printing material available, he must bear the costs of procurement. All printing materials are kept for a maximum of three months after the order is fulfilled.
5. RX shall be liable in cases of intent or gross negligence. In the event of mere negligent breach of duty by RX or its vicarious agents, however, liability shall be limited to foreseeable damage typical of the contract. Otherwise all liability on the part of RX is excluded. In particular, RX shall assume no liability for defects arising from transmissions by telephone, fax or other means, insofar as RX or its vicarious agents have not acted with intent or gross negligence. The above limitations on liability do not apply in cases of bodily harm or damage to health or loss of life attributable to RX.
6. Ads and inserts shall be published consecutively from the placing of the order for publication in upcoming magazines, if not otherwise agreed and assuming this is technically possible. RX reserves the right to make alterations to the dates of appearance for technical or other reasons. Claims for placement of the ads at specific positions or in specific issues of the magazines shall only be valid if this is agreed in writing. For the agreement of placements, RX shall charge the Client the rates stated in Subparagraph 3 above. It is not possible for RX to exclude the Client's competitors.
7. RX shall make efforts to have the ads and inserts reproduced to the best possible quality given the printing technology and time constraints. The Client must submit objections of any kind to RX within thirty days of the ad being printed. If defects in the printing material cannot be identified immediately, but only appear when printed, claims of the Client against RX based on unsatisfactory copy shall be excluded. Apart from that, in the event of partially or completely illegible, incorrect or incomplete copy, the Client shall be entitled to claim adequate restitution in the form of additional advertising space free of charge to the extent that the purpose of the advertising was impaired. RX shall assume no further liability. The Client shall not be entitled to claim for missing or incorrectly printed control data.
8. RX shall supply the Client with galley proofs only upon express request. The Client shall bear responsibility for ensuring that the returned galley proofs are correct. Should the Client not return in due time a galley proof sent to the Client, then RX shall assume that the Client has granted approval to print.
9. The Client is responsible for checking that the order is released in due time. RX shall assume no liability for order overruns caused by the Client.
10. Advertising orders are to be implemented within one year of concluding the contract. In case of doubt, publication of the advertising shall be distributed evenly throughout the acceptance period. The discounts stated in the advertising price list on the rate pursuant to Subparagraph 3 above shall be granted only for the advertising appearing in a printed publication within one year. The period shall begin when the first advertisement appears.
11. The Client shall have a retroactive claim to a discount corresponding to his actual acceptance of advertising within the one-year period pursuant to Subparagraph 9 above if he placed an order eligible for discount at the beginning of the period. The claim to this discount shall expire if the Client does not assert this claim within one month of the end of the advertising year at the latest. The retroactive discount is granted in the form of adverts or, upon request, in cash. Any claim for a retroactive discount must be substantiated by the Client.
12. Temporary interruptions of the ad publication due to force majeure shall not affect the contractual relationship. In such cases, RX shall inform the Client without delay. The agreed acceptance period shall be extended accordingly, RX shall assume no liability.
13. If an order is not fulfilled for reasons for which RX cannot be held accountable, then the Client shall be liable to refund to RX the difference between the discount granted and that of the actual acceptance, regardless of any further legal obligations. The obligation to pay arising from the order shall obtain even if the advertisements are not accepted according to contract. The right is reserved to issue a residual bill, even for a partial amount if necessary.
14. The Client shall not be entitled to assign to third parties claims arising from the contract with RX.
15. In the case of box number ads, RX shall make its facilities available for receipt, safekeeping and quickest possible delivery of incoming offers for a box number fee. In the case of box number ads, RX shall assume no liability for safekeeping and forwarding the offers in good time. Registered letters and express letters related to box number advertisements can only be forwarded by regular mail. In the interests, and for the protection, of the Client, RX reserves the right to open incoming offers for inspection purposes in order to eliminate abuse of the box number ad service. RX shall not be obligated to forward business proposals and agency offers. Responses to box number advertisements shall be kept for four weeks. Letters which cannot be delivered within this time period shall be destroyed.
16. Upon request, RX shall supply a specimen free of charge after an ad appears. A full specimen number shall be supplied if the type and size of the ad order justify such. If a specimen can no longer be procured, then a certificate of publication shall be substituted by RX. No specimen copy shall be supplied for ads at the reduced basic price for PSI, since each PSI member receives the PSI Journal as part of the membership and service contract. Additional copies, if available, can be provided at a price of € 16.00 each plus statutory VAT. The calculation is based on partial pages.
17. If the Client does not pay in advance, RX shall be entitled to invoice by the end of the month following the placement of the order at the latest. The invoice amount must be paid by the Client with no deductions within the period stated in the price list pursuant to Subparagraph 3 above if payment in advance has not been agreed.
18. All listed prices do not include statutory VAT.
19. In the event of default of payment, the Client must pay default interest. This shall be 8% above the base interest rate set by the European Central Bank. This does not affect RX's right to press further delayed payment damage claims, in particular collection costs, against the Exhibitor. RX can defer the further implementation of the order as well as any other of the Client's orders until full payment has been received and, in particular, also demand payment in advance.
20. The place of publication and fulfilment is Düsseldorf. The legal venue for all disputes arising from or related to the contractual relationship between RX and Client and its handling, as well as these Terms and Conditions of Business, is Düsseldorf exclusively.
21. No verbal sub-agreements to the contractual relationship between RX and the Client or these Terms and Conditions of Business shall apply. Any changes and supplements to the contractual relationship between RX and the Client, or to these General Terms and Conditions, shall not be valid unless made in writing. This also applies to any change or supplement to, or revocation of, the clause requiring the written form itself.
22. Should specific provisions of the contractual relationship between RX and Client or these Terms and Conditions of Business be or become ineffective, this shall not have any further effect on the legal force of the rest of this contractual relationship. The invalid provision shall be replaced with a valid provision which most closely reflects the intention and purpose of the original provision.
23. The laws of the Federal Republic of Germany shall apply exclusively to the contractual relationship between RX and the Client, excluding the UN Convention on the International Sale of Goods.

Terms & Conditions – Online advertising

1. General

These General Terms and Conditions of Business apply to contracts between PSI, Niederlassung der RX Deutschland GmbH, Völklinger Straße 4, 40219 Düsseldorf (RX), and clients concerning advertising in PSI online media (orders).

2. Acceptance of orders, exclusion of revocation and cancellation rights

- 2.1 RX reserves the right to accept or refuse orders at its own discretion. RX can in particular reject orders based on uniform principles with regard to content, origin or technical form of the order. RX is also entitled to reject orders placed by agencies or other third parties. RX shall inform the Client of any rejection without delay.
- 2.2 The Client is not entitled to revoke or cancel orders it has placed with RX. Nor shall the Client be entitled to cancel if the structure, layout, extent or title of the publication changes, if RX rejects specific orders in accordance with Subparagraph 2.1 above, or if a third party carries out publishing instead of RX.

3. Conclusion of Contract

- 3.1 The Client shall be bound for four weeks to his offer to conclude a contract for online advertising with RX. Within this period of commitment, RX can accept the offer by declaring such to the Client in writing or by e-mail. The contractual relationship between the parties shall come into being when the written declaration or e-mail is received as stipulated above. The Client is not entitled to revoke the offer for the duration of the commitment period.
- 3.2 The Client is not entitled to assign his claims from the contract with RX to third parties.

4. Prices

- 4.1 The prices to be paid by the Client to RX for orders are based on the RX price list published at www.psi-network.de/mediaguide.
- 4.2 Prices of orders confirmed by RX can change after conclusion of the contract if RX announces such changes at least one month before publication of the advertising. In this case the Client is entitled to withdraw from the contract. The Client may only exercise his right of withdrawal within 14 days of receiving notification of the price increase.
- 4.3 All listed prices do not include statutory VAT.

5. Data supply, exclusion of box number advertising

- 5.1 The Client shall be obligated to provide RX in good time with complete, faultless and suitable data for the advertising; for standard advertising forms at the latest three working days before the prospective date of publication; and Rich Media formats at least five working days before the prospective date of publication.
- 5.2 If the data are not properly provided, in particular if they are late or are subsequently altered, there shall be no guarantee for the agreed publication or dissemination of the advertising.
- 5.3 If the data are supplied late or not at all, or if data sets are provided which are not functional, or if RX cannot process them, the obligation of the Client to make payment to RX shall not be affected, even though RX is no longer obliged to publish the advertising.
- 5.4 RX shall be entitled to archive the data on which the advertising is based for an unlimited period of time. There shall be no obligation to archive the data or to return the data on which the advertising is based to the Client.

- 5.5 The Client must bear the cost of alterations desired by the Client or for which the Client is responsible and reimburse RX, if appropriate.

- 5.6 Box number advertising is not permitted.

6. Placement, implementation period

- 6.1 RX shall place the material provided by the Client for the publication of the online advertising for the agreed period or until the contractually agreed number of views of the advertising as ad impressions or the contractually agreed number of clicks on the published advertising as ad clicks on the contractually agreed website is reached.
- 6.2 RX shall report to the Client concerning the number of ad impressions and/or ad clicks during the advertising run in a format stipulated by RX. This shall be determined exclusively by the data RX receives from its ad server.
- 6.3 If the contractually agreed number of ad impressions and/or ad clicks is reached before the agreed term, the contractual relationship shall immediately be prematurely terminated if the parties do not reach agreement before such time on an increase in the agreed fee to be paid to RX.
- 6.4 The Client has no entitlement to have the online advert posted in a particular position on the respective website or to have it remain accessible for a particular period on the respective website. RX shall be entitled to place the online advertising differently on the respective web page if the change cannot be expected to substantially alter the effect of the online advertising.
- 6.5 If a right to recall specific advertisements is granted when the contract is concluded, then the order must be implemented within one year of the signing of the contract. If the Client does not exercise this right of recall during this time, the claim to publication shall terminate after the above-mentioned period. This shall not affect the obligation of Client to pay the fee to RX.

7. Blocking of advertising

- 7.1 RX shall be entitled to block advertising from further publication for a compelling reason based on content, origin or technical form. A compelling reason shall in particular be present if it should be discovered that the advertising or a website linked to the advertising violates the rights of third parties or other regulations, or if the publication is unacceptable to RX.
- 7.2 RX shall in particular be entitled to block already published advertising if the Client subsequently makes changes to the content of the advertising or if data referred to in a link are subsequently altered so as to fulfil the conditions of 7.1.

8. Client assurances, release from claims

- 8.1 The Client affirms that he possesses all necessary rights for publishing the ads and undertakes to identify the advertising clearly as such. The Client also offers assurance that the content and any sites linked to via a hyperlink:
 - do not infringe the rights - especially copyright, personal or other industrial property rights - of third parties.
 - do not contravene any other legal - especially fair trading, telemedia, data protection or consumer protection - regulations and are not of a seditious, racist, violence-glorifying or pornographic nature, or liable to corrupt the young, and
 - do not contain viruses, worms, trojans or other links, programs or processes which could harm the network of RX or third parties, including all associated hard and software, or could facilitate the distribution of such viruses etc.

- 8.2 The Client shall exempt RX from all claims of third parties asserted against RX due to violation of legal regulations arising from the fulfilment of the contractual relationship. Furthermore, the Client shall carry any necessary legal defence costs incurred by RX, including the legally stipulated court and solicitor's costs, and shall release RX from any such costs. If claims are pressed by third parties, the Client undertakes to forward to RX, truthfully, in its entirety and in good faith, all information available to him and to hand over all documentation which is necessary to investigate and challenge such claims.

- 8.3 RX shall be entitled to mark the Client's advertising as such if this is not immediately apparent and, in particular, to include the designation as advertisement and distinguish it from the editorial content.

9. Defect liability, Client's duty of scrutiny, limitation period

- 9.1 RX shall make every effort, within the framework of foreseeable demands, to ensure that the content is reproduced to the highest common technical standard in each case. The Client is, however, aware that, given the current technological state-of-the-art, it is not possible to guarantee 100% accessibility or to create a program which is completely free of all errors.
- 9.2 It is expressly not deemed an error if the fault is caused
 - by the use of hardware or software, such as a browser, which is unsuitable for presentation, or by a malfunction of the communication networks of other operators; or
 - by failure of computers of other providers or of third parties; or
 - through incomplete services and/or services which are not updated on "proxies" as caches; or
 - through failure of the AdServer for no longer than 24 hours within a period of 30 days for the duration of the placement, or due to reasons for which RX is not responsible. In the event of the AdServer failing for a period longer than that specified above due to reasons for which RX carries responsibility, the Client's payment obligations shall be reduced by the proportion of the period of failure in relation to the entire period of publication.

All further claims by the Client against RX are excluded. The following possible downtimes of which the Client is informed shall not constitute downtimes:

- scheduled maintenance work of up to seven hours per week
- unscheduled maintenance work of up to seven hours per week and
- times during which the pages of RX have to be taken offline until smooth operation can be restored due to technical or other problems which do not fall within the sphere of influence of RX.

- 9.3 The Client is obliged to check the advertisement immediately upon publication. RX should be notified in writing of any deficiencies in the advertising within a period of three months of the initial publication and legal proceedings initiated within a further deadline ending six months after the initial publication of the advertisement if RX does not meet the out-of-court claims pressed by the Client. If the Client fails to meet one or both of the above deadlines, the Client is excluded from pressing claims against RX.

10. Liability limitation

- 10.1 RX is liable for any wilful actions or gross negligence on its part. In the event of mere negligent breach of duty by RX or its vicarious agents, however, liability shall be limited to foreseeable damage typical of the contract. Otherwise all liability on the part of RX is excluded. In particular, liability is excluded for all errors arising from referrals, except in cases in which the errors are wilful or due to gross negligence on the part of RX or its subcontractors.
- 10.2 The liability limitations stipulated above in 10.1 do not apply to bodily injury, damage to health or loss of life in cases where RX carries responsibility.

11. Data protection. penalties

- 11.1 The order is handled by RX and the Client with due consideration for applicable data protection regulations.
- 11.2 RX is entitled to forward gross advertising sales and comparable, relevant data of the Client at the product level for publication by Nielsen Media Research and companies whose business is to survey and evaluate such information. These companies will aggregate the data and communicate them to the market in anonymized form.
- 11.3 Insofar as personal data arise from access to the promotional products provided by the Client for online offerings, the Client can evaluate these data exclusively as anonymous and pseudonymous data which have been generated by running advertising in the RX advertising space.
- 11.4 Apart from that, the Client shall be prohibited from processing, using or forwarding personal data arising from access to the advertising provided by the Client to RX for advertising space. This prohibition also covers the reimbursement of profile from the user behaviour of third parties related to RX online offerings and their further use.
- 11.5 The Client undertakes to ensure that third parties also adhere to obligations of data protection laws arising from this agreement if the Client makes use of the services of a third party for running any systems.
- 11.6 For each violation of the obligations pursuant to the above Subparagraphs 11.3 to 11.5, the Client undertakes to pay RX a contractual penalty amounting to ten times the price of the respective order from which the prohibited data usage originates. This shall not affect the assertion of further claims for damage compensation or other claims by RX against the Client.
- 13.3 Should specific provisions of the contractual relationship between RX and Client or these Terms and Conditions of Business be or become ineffective, this shall not have any further effect on the legal force of the rest of this contractual relationship. The invalid provision shall be replaced with a valid provision which most closely reflects the intention and purpose of the original provision.
- 13.4 The laws of the Federal Republic of Germany shall apply exclusively to the contractual relationship between RX and the Client, excluding the UN Convention on the International Sale of Goods.

12. Force majeure

- 12.1 Temporary interruptions of the ad publication due to force majeure shall not affect the contractual relationship. In such cases, RX shall inform the Client without delay. The agreed acceptance period shall be extended accordingly, RX shall assume no liability.
- 12.2 If an order is not fulfilled for reasons for which RX cannot be held accountable, then the Client shall be liable to refund to RX the difference between the discount granted and that of the actual acceptance, regardless of any further legal obligations. The obligation to pay arising from the order shall obtain even if the advertisements are not accepted according to contract. The right is reserved to issue a residual bill, even for a partial amount if necessary.

13. Final provisions

- 13.1 The place of publication and fulfilment is Düsseldorf. The legal venue for all disputes arising from or related to the contractual relationship between RX and Client and its handling, as well as these Terms and Conditions of Business, is Düsseldorf exclusively.
- 13.2 No verbal sub-agreements to the contractual relationship between RX and the Client or these Terms and Conditions of Business shall apply. Any changes and supplements to the contractual relationship between RX and the Client, or to these General Terms and Conditions, shall not be valid unless made in writing. This also applies to any change or supplement to, or revocation of, the clause requiring the written form itself.