

Additional terms for word of mouth campaigns, product tests and influencer campaigns

Word of mouth campaigns, product tests and influencer campaigns are in addition subject to the following provisions, which have priority over the GTCs of AD ALLIANCE:

"WoM campaign" is the order for a word of mouth campaign on markenjury.de or comparable platforms.

"Product test" is the order for the implementation of the testing of a product with readers/users.

"Influencer campaign" is the order for a cooperation campaign with one or more than one social media personalities on their social media channels and/or other digital and analogue channels.

The Client grants AD ALLIANCE and the provider all the rights of use, ancillary and other rights under copyright law that are necessary for the execution of the order, and in terms of time and content on the scale necessary for the execution of the order. The above-stated rights shall in all cases be transferred without restriction of place and shall provide entitlement for placement on all platforms and by means of all types of transmission, even where the platforms in question are operated by third parties (e.g. social media networks).

In the event of late or incomplete delivery of the contents or products the Client is obliged to pay the order value in full.

It is not possible for a word of mouth campaign, a product test or an influencer campaign to be cancelled by the Client free of charge. 10% of the order value will be charged in the event of a cancellation. The Client will also be billed in full for costs which have been incurred by the time of the cancellation (e.g. creation costs, programming work). In the event of cancellation of WoM campaigns, a product test or an influencer campaign which has already started, the fee must be paid in full. Cancellations are only effective if in text form.

It is not possible to change or cancel the advertisement placements agreed for the word of mouth campaign, the product test or the influencer campaign without the word of mouth campaign, the product test or the influencer campaign being cancelled without the consent of AD ALLIANCE.

If an influencer campaign cannot be conducted because of the illness of an influencer or for a similar reason for which AD ALLIANCE is not responsible, the campaign will be conducted at a later date. The claim for the fee shall be unaffected.

Advertising materials designed by AD ALLIANCE or the provider for the Client may only be used for conducting the word of mouth campaign, the product test or the influencer campaign. No further rights are granted.

In relation to the Client, AD ALLIANCE is the sole holder of all the personal data generated through the conducting of the word of mouth campaign, the product test or the influencer campaign, and also of other data, information and materials, in particular survey findings, test findings and analyses. The Client is granted a right to use the results of the studies and assessments collected accompanied by the Provider, but not to use the personal and behaviour data. The scale of the surveys is dependent on the format of the campaign. The Client shall indemnify AD ALLIANCE and the provider and its marketer against all claims, including any necessary costs of defence at law, which third parties assert against them on grounds of the use of the survey findings by the Client.



AD ALLIANCE or the provider will provide the reader/user/influencer with any test products in their own name and for the account of the Client subject to the conditions of use for the WoM platform or the other conditions stated in each case.

AD ALLIANCE and the Provider and its marketer will not be liable vis-à-vis the Client for the conduct of readers/users/influencers, and in particular not for damage to or misappropriation or any other use of test products, and will not be obliged vis-à-vis the Client to assert claims against users for return of the said products or to assert claims for damages. If they are entitled to claims against users of test products, they may assign such claims to the Client. Moreover, they shall support the Client to the best of their knowledge and belief in the prosecution of claims against users.

The provider or its marketer shall define the conditions, purposes of use and fee for a seal of approval with which users' ratings are documented. Every use of the seal of approval is subject to the prior written consent of the provider or the marketer. There is no legal claim to the use of the seal of approval by the Client. The Client shall indemnify AD ALLIANCE and the provider and its marketer against all claims, including necessary costs of defence at law, which third parties assert against them in relation to the use of the seal.

The fee for conducting the WoM campaign is not eligible for discount, does not generate discount, and is not eligible for AE. The fees for product tests and for services in support of campaigns such as shipping, printing, creation services and market research orders are not eligible for discount, do not generate discount and are not eligible for AE. The fee for influencer campaigns is not eligible for discount, does not generate discount, and is not eligible for AE.