



OCTOBER 2023

GENERAL TERMS AND CONDITIONS AND THE
PRICE LIST FOR THE INCLUSION, DISTRIBUTION,
POSITIONING, AND PROMOTION OF RADIO AND
TELEVISION CHANNELS IN THE A1 NETWORKS

INTRODUCTION

A1 Slovenija, telekomunikacijske storitve, d. d., Ameriška ulica 4, 1000 Ljubljana (hereinafter: A1) is a corporate entity that, as part of its activities, also provides the service of distributing television and radio channels (hereinafter: RTV channels) to end users of its own or leased electronic communications networks.

A1 is an Electronic Communications Operator that transmits, broadcasts, and provides audiovisual media services via terrestrial networks, satellites, and cable distribution or cable communication systems, thereby enabling providers with technical means to distribute programming content to the public, under the conditions stipulated by law.

An RTV channel broadcaster is a legal or natural person that performs the activity of distributing programming content in accordance with the Media Act (Official Gazette of the RS, No. 110/06 - official consolidated text, 36/08 - ZPOmK-1, 77/10 - ZSFCJA, 90/10 - Decision of the Supreme Court, 87/11 - ZAvMS, 47/12, 47/15 - ZZSDT, 22/16, 39/16, 45/19 - Decision of the Supreme Court, 67/19 - Decision of the Supreme Court and 82/21, hereinafter ZMed).

A television channel or the performance of television activity means a linear audiovisual media service that provides audiovisual programming content for simultaneous viewing based on a schedule created by the provider. Television channels include, in particular, digital television, live broadcasts, online distribution of television channels, and near-video-on-demand.

A1 enables the inclusion, distribution, and positioning of channels of all RTV channel broadcasters who have been issued a license under Article 105 of the ZMed under equal conditions, if technical conditions for high-quality signal reception at the main A1 receiving station are met, so that they are accessible to all users of its services. A1 includes these RTV channels in its channel line-up within the existing television subscription plans. Current television subscription plans and the current channel line-up are available on the website <https://www.a1.si/>.

All RTV channel broadcasters who wish to include and distribute their radio or television channels must meet the following conditions:

- the RTV channel broadcaster must meet the conditions for performing the activity as stipulated by the applicable regulations;
- the RTV channel broadcaster must pay a one-time connection fee for inclusion in the A1 network distribution, in the amount of the costs of including the channel in the receiving station, which allows the RTV channel broadcaster to distribute radio and television channels in the network,
- the RTV channel broadcaster is obliged to ensure the technical conditions for uninterrupted reception of RTV channels by the user;
- the RTV channel broadcaster must ensure that no unwanted signal that could cause technical interference enters the A1 network from its communication equipment;
- the RTV channel broadcaster may distribute RTV channels in the A1 network only in its own name and may not transfer the contractual relationship to any other legal entity without an agreement with A1;
- the above does not apply to RTV channels that meet the conditions for special treatment in accordance with the law.

One-time fee for inclusion of an RTV channel

The broadcaster of an RTV channel must pay a one-time connection fee for the initial inclusion of their RTV channel in A1's networks. This fee, listed below, represents the cost of including the channel to the receiving station, which allows the RTV channel broadcaster to distribute RTV channels in A1's networks.

One-time fee for the inclusion of one RTV channel	2,000.00 EUR/inclusion*
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*Prices are exclusive of VAT.

This is a one-time fee, meaning it is paid only once when the channel is first added to the line-up and is valid until the termination of the business relationship.

Distribution of RTV channels

Television channel

The broadcaster of an RTV channel must pay an annual fee for the service of distributing a television channel in A1's network, based on the subscription plans to which they wish to offer the channel. The amount of the annual fee depends on the placement in the channel line-ups offered by A1 to its end users, with a higher fee to make it available to all users.

Fee for distributing a TV channel in all channel line-ups	1,700.00 EUR/year*
Fee for distributing a TV channel – only in add-on channel line-ups	1,300.00 EUR/year*

*Prices are exclusive of VAT.

The fee for the service of distributing a television channel is valid for one calendar year, for which A1 issues an invoice. If distribution begins during the year, a pro-rata portion of the listed fee is charged.

Radio channel

The broadcaster of radio channels must pay an annual fee for the service of distributing a radio channel in A1's network.

Fee for distributing a radio channel	200.00 EUR/year
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*Prices are exclusive of VAT.

The fee for the service of distributing a radio channel is valid for one calendar year, for which A1 issues an invoice. If distribution begins during the year, a pro-rata portion of the stated fee is charged.

Promotion on the TV splash screen

The broadcaster of an RTV channel can promote its current content on A1's TV splash screen on the main page in the "Current" category.

Fee for content promotion:	10,000.00 EUR/month
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*Prices are exclusive of VAT.

The minimum lease period is 14 days, for which half of the listed price is charged. There are 10 slots available for promotion (squares), and the price includes leasing all slots at the same time. For leasing fewer slots, a pro-rata portion of the total price is charged.

A1 reserves the right to decide on the suitability and duration of the advertising content before its publication.

Channel position in the channel line-up

The broadcaster of an RTV channel must pay an annual fee for the service of positioning one RTV channel in the A1 channel line-up, based on the channel position they select for the RTV channel.

Channel positions 3-9	35,000.00 EUR/year*
Channel positions 10-19	15,000.00 EUR/year*
Channel positions 20-30	10,000.00 EUR/year*
Specially agreed channel position above 1-30	5,000.00 EUR/year*

*Prices are exclusive of VAT.

There is a restriction on the selection of RTV channel broadcasters according to the program categories of the channel's content. The table below lists genre categories, and a particular channel may not be listed in a particular category unless it is of the same genre. The broadcaster may only choose within the category that their channel belongs to. It is also a condition for occupying the first 30 channel positions that the channel has HD resolution and that the program content is broadcast in Slovenian, or that it is appropriately translated into Slovenian, except when it is primarily intended for listeners or viewers from another language group.

PROGRAM CATEGORY BASED ON CONTENT	CHANNEL POSITION
Children's channels	from 500 – 549

Music channels	from 550 - 599
Radio channels	from 600 – 699
Adult channels	from 700 – 799

The fee for the service of positioning an RTV channel is valid for the current calendar year for which A1 issues an invoice to the channel broadcaster. If distribution begins during year, a pro-rata portion of the stated fee, rounded to the nearest month, is charged.

The broadcaster of an RTV channel must notify A1 no later than 3 months before the expiry of the valid agreement (unless the agreement is automatically renewed) that stipulates a specific channel position, whether they wish to retain the channel position for each of their RTV channels.

If the broadcaster of an RTV channel does not declare in a timely manner whether they wish to extend the specific channel position or does not agree to the extension, A1 shall notify other potentially interested RTV channel broadcasters about the vacant channel position and give them a deadline to express their interest regarding the vacant channel position. In the event of several interested parties for the same vacant channel position, the channel position is awarded to the highest bidder, and the starting price is set in accordance with the latest valid General terms and conditions and price list for the inclusion, distribution, and positioning of television and radio channels in A1 networks (hereinafter: "General terms and conditions").

The positioning of an RTV channel is agreed upon by an agreement, which lays down the conditions for the distribution of the RTV channel.

A1 may change the channel position of an RTV channel broadcaster who has not leased a specific channel position at any time with 30 (thirty) days' prior notice.

These General terms and conditions apply to the inclusion, distribution, and positioning of RTV channels on all Xplore TV platforms (STB, OTT STB, Smart, Android TV Smart, Mobile iOS, Mobile Android, mobile web). The inclusion, distribution, and positioning shall be charged in accordance with the provisions of the agreement that governs the terms and conditions for the distribution of the RTV channel.

Invoices issued by A1 to the RTV channel broadcaster for the one-time fee for the inclusion of one RTV channel, for the distribution of RTV channels, and for a specific channel position in the channel line-up (hereinafter collectively referred to as "Services") are due within 15 (fifteen) days of the date of issue. A1 shall charge the fee for the distribution of RTV channels and the fee for positioning RTV channels in specific channel positions monthly (taking into account these General terms and conditions for the entire/pro-rata calendar year), while the fee for the inclusion of one RTV channel in the A1 channel line-up is charged in a lump sum or in instalments by a special agreement. In the event of late payment of invoices, A1 is entitled to charge default interest.

A1 has the right to cease distributing an RTV channel or to withdraw from the contractual relationship with immediate effect if there are justified reasons for doing so, especially in the following cases:

- if there is a reasonable suspicion that the RTV channel broadcaster is not using the Services in accordance with these Terms and conditions for the service of inclusion, distribution, and positioning of RTV channels and applicable regulations and/or in accordance with its purpose, and fails to rectify these violations by the deadline set by A1 in the notice to cease the violations,
- if there is a reasonable suspicion that the RTV channel broadcaster is causing harm or violating the rights of A1 or any third party through its conduct,

- non-payment of A1's invoice for the inclusion or distribution of the RTV channel or positioning of the specific channel position shall be considered a breach of the agreement or these General terms and conditions:

a.) If the broadcaster fails to rectify the violation of non-payment of A1's invoice for the inclusion or distribution of the RTV channel within an additional reasonable period, even after being requested to do so by A1, A1 may cease distributing the RTV channel in its network or not include it in the A1 network.

b.) If the broadcaster fails to rectify the violation of non-payment of A1's invoice for the service of positioning the RTV channel within an additional reasonable period, even after being requested to do so by A1, A1 may take away the specific channel position from the RTV channel broadcaster and notify potentially interested RTV channel broadcasters about the vacant channel position and give them a deadline to express their interest in the vacant channel position, under the conditions set out in these General terms and conditions.

- if the RTV channel broadcaster becomes insolvent and/or loses legal capacity.

In the event of a change to these General terms and conditions, A1 must notify the RTV channel broadcaster of the intended change at least one (1) month before the change.

A1 sends notifications and other important information (including legally binding notifications) to RTV channel broadcasters by email and publishes general information on its website www.a1.si. An RTV channel broadcaster is deemed to have received a notification or information addressed to them if A1 has sent it to the RTV channel broadcaster in a manner that ensures that the RTV channel broadcaster would be able to become aware of or access the notification or information under normal circumstances (e.g., email).

A1's Media Content and Services Department can be reached at:



[**Media.business@A1.si**](mailto:Media.business@A1.si)

A1 Slovenija, d. d., Media business, Ameriška ulica 4, SI-1000 Ljubljana

These General terms and conditions enter into force on the day following their publication and apply from 1 October 2023 onwards for all newly concluded agreements.