GTC | 11 Primetime – Advertising on Gym TV Screens (B2B)

Fitness Nation GmbH · "fn | prime" advertising contracts · Version: 1 January 2026 · Convenience translation, the German version is binding

Version: 1 January 2026 · *Convenience translation – only the German version is legally binding.*

1. Scope

1.1 These GTC apply to all contracts between Fitness Nation GmbH, Bergstraße 18, 59394 Nordkirchen, Germany ("Provider") and the customer for playing advertising material on TV screens in gyms and leisure facilities under the name "fn | prime" or "Primetime" ("Advertising Contract"). This applies to contracts based on a signed offer as well as to bookings made through the online checkout (for example primetime.fitness-nation.com).

1.2 Offers are addressed exclusively to businesses within the meaning of Section 14 of the German Civil Code (BGB). By concluding the contract, the customer confirms that it is a business. There is no right of withdrawal.

1.3 The customer's general terms and conditions do not apply, even if the Provider does not expressly object to them.

1.4 Individual agreements in the offer, in particular on locations, term and price, take precedence over these GTC.

2. Service

2.1 During the agreed term, the Provider plays the customer's advertising material on the TV screens ("Screens") of the locations named in the offer. The Screens are located on the premises of the respective gyms ("Location Operators") and are operated by them on site.

2.2 The advertising material is added to the location's running screen playback. During operating hours it is shown 4 times per hour per Screen. The Provider owes this frequency in at least 95 % of the Screen hours per location and calendar month (Section 3).

2.3 Operating hours are the opening hours of the location at the time the contract is concluded. For locations with 24/7 access, the hours from 06:00 to 23:00 apply. Any later reduction of opening hours counts as downtime within the meaning of Section 3.

2.4 The number of Screens per location at the time the contract is concluded is decisive. There is no entitlement to a specific position in the playback, a specific screen within the location, specific times or category exclusivity.

2.5 The Provider owes the playback, not a specific advertising result. Figures on membership, visitor frequency, reach or contacts are estimates and not an agreed quality.

2.6 Audio playback is not owed. There is no physical delivery or installation.

3. Availability of 95 %

3.1 The availability of 95 % per location and calendar month of the term (for part months, for the affected period) describes the service owed. It is not a guarantee within the meaning of Sections 276 (1) and 443 BGB.

3.2 Availability is the share of available Screen hours in all Screen hours of a location. Screen hours are the operating hours (Section 2.3) per booked Screen. A Screen hour is available if the Screen was switched on and the advertising material was included in the playback at the agreed frequency. Partial outages are recorded pro rata to the minute. The monthly result is rounded commercially to one decimal place.

3.3 Downtime of up to 5 % of the Screen hours is covered by the service owed, whatever the reason. This applies in particular if a Screen at the location is not switched on, is switched off or is switched to another source, if power or internet at the location fails, if a device is defective or restarts, or if content is being updated. Such downtime gives no right to a price reduction, make-up playback or credit. Claims under Section 8.1 remain unaffected.

3.4 Only the following are excluded from the calculation:
a) periods under Section 9.1 (force majeure),
b) periods for which a replacement location or a credit is granted under Section 9.2,
c) periods in which playback does not take place for reasons for which the customer is responsible, in particular late, incomplete or non-compliant advertising material (Section 6) or a justified interruption under Section 6.4.

3.5 The calculation is based on the operating data of the Provider's system (for example the online status of the devices and playback logs), feedback from the Location Operators and reports from the customer. On request, the Provider gives the customer an overview for the month requested. The customer remains free to prove a lower availability.

4. Reporting downtime

4.1 If the customer notices downtime, it reports it as soon as possible in text form, stating the location, date, time and, where possible, a photo. The Provider then arranges for the Location Operator to fix the problem.

4.2 The customer should report downtime within 14 days of becoming aware of it. If the customer fails to make a reasonable report, this is taken into account for damage claims under Section 254 BGB.

5. Availability below 95 %

5.1 If the availability of a location falls below 95 % in a calendar month, the Provider makes up the missing Screen hours up to the 95 % threshold, in this order:
a) by extending the playback on the affected Screens,
b) if that is not possible, by playback on comparable Screens in the same city or region,
in each case within two months after the end of the term. The Provider agrees the timing and locations with the customer. The customer may refuse replacement Screens at a different place; Section 5.2 then applies.

5.2 If make-up playback under Section 5.1 is not possible, fails, is refused by the customer under Section 5.1 or is unreasonable for the customer, for example for advertising for an event that has

already taken place, the customer receives a credit:
Credit = pro-rata monthly fee for the location × (95 % − actual availability) ÷ 95 %, rounded commercially to the cent.
The pro-rata monthly fee is the net fee for the location divided by the number of months in the term, calculated to the day for part months. If the offer does not state a price per location, the net fee is divided equally among the locations.
Example: monthly fee for the location EUR 400 net, availability 85.0 % → credit EUR 400 × 10 ÷ 95 = EUR 42.11 net.
The credit is refunded or, at the customer's request, set off against a follow-up booking.

5.3 If make-up playback under Section 5.1 fails or is unreasonable for the customer, the customer may, in the case of a substantial shortfall, withdraw from the contract or terminate it for the affected locations instead of receiving the credit. The right to terminate for good cause remains unaffected. Any credit granted is offset. Fees paid in advance for the period after termination are refunded.

5.4 Claims for damages or reimbursement of expenses are governed by Section 8.

6. Advertising material and customer cooperation

6.1 Advertising material must be supplied in 16:9 format at 1920 × 1080 pixels as JPG, PNG or MP4; videos may be no longer than 10 seconds. It must be understandable without sound. It is delivered by email or file transfer service, stating the company name and preferred start date.

6.2 Campaigns start on the first day of a month, at the earliest on the next first day of a month that is at least two weeks after receipt of payment and of the final advertising material meeting the specifications. If the customer supplies advertising material late or with errors, the start is postponed accordingly. The agreed term remains unchanged.

6.3 The customer is solely responsible for the content and lawfulness of its advertising material, in particular under copyright, trademark, personality, competition, medicinal product advertising and youth protection law. It indemnifies the Provider and the Location Operators against third-party claims that are based on the content of the advertising material and for which the customer is responsible, including reasonable legal defence costs. The Provider informs the customer without delay of any claims asserted and agrees any acknowledgements and settlements with the customer.

6.4 The Provider may reject advertising material or interrupt its playback if it violates statutory provisions or official requirements or infringes third-party rights. The Provider informs the customer and gives it the opportunity to supply amended material. Design advice is not owed.

7. Fees and payment

7.1 All prices are net plus statutory VAT.

7.2 The fee is payable in advance and due immediately upon invoicing. Playback starts only after receipt of payment.

7.3 The customer may only set off undisputed claims or claims established by a final court decision. This does not apply to counterclaims for downtime under the same Advertising Contract or to credits under Section 5.2.

8. Liability

8.1 The Provider is liable without limitation for intent and gross negligence, for injury to life, body or health, for fraudulent concealment of a defect, where it has assumed a guarantee, and under the German Product Liability Act.

8.2 In the case of simple negligence, the Provider is only liable for the breach of essential contractual obligations, meaning obligations whose fulfilment makes the proper performance of the contract possible in the first place and on whose observance the customer may regularly rely. Liability is then limited to the typical, foreseeable damage for this type of contract.

8.3 Otherwise, liability is excluded. These limitations also apply in favour of the Provider's employees and vicarious agents, and in favour of the Location Operators to the extent that they act for the Provider in the playback.

8.4 Except in the cases of Section 8.1, the customer's claims for downtime become time-barred one year after the statutory start of the limitation period.

9. Force majeure and loss of locations

9.1 If the Provider cannot play the material due to force majeure, for example natural disasters, pandemics, officially ordered closures, strikes or widespread power or network failures, the obligation to perform is suspended for their duration. A failure is widespread if it affects at least the entire town beyond the location. Downtime at the location within the meaning of Section 3.3 (operation of the Screens, power and internet supply of the location, device defects) is not force majeure. The term at the affected locations is extended by the period of downtime. If this is unreasonable for the customer, the customer receives a pro-rata credit.

9.2 If cooperation with a location ends permanently, for example due to closure, a change of operator or departure from the network, or if a location is closed for more than 14 consecutive days, the Provider offers a comparable replacement location in the same city or region. If the customer refuses or no replacement is available, the customer receives a pro-rata credit for the affected period at that location.

10. Final provisions

10.1 German law applies, excluding the UN Convention on Contracts for the International Sale of Goods.

10.2 If the customer is a merchant, a legal entity under public law or a special fund under public law, the place of jurisdiction is the Provider's registered office.

10.3 The contract language is German. Translations are for information only.

10.4 Each Advertising Contract is governed by the version of these GTC referred to in the offer or checkout at the time the contract is concluded. Each version is kept available with its date at a fixed address. Later changes only apply to Advertising Contracts concluded afterwards.

End of GTC – Version: 1 January 2026