

# Media information 2021: Terms of sale

**MTV Oy's digital advertising products**



# Terms of Sale 2021

## MTV Oy's digital advertising products

MTV reserves the right to change the terms of these sales terms and terminate the customer's campaign and all other agreements entered into with the customer without prior notice or responsibility for damages, if the customer is in breach of these sales terms. The customer is responsible for all damages to MTV or the users of MTV's services caused by the customer's breach of these sales terms. The sales terms, as they are in force from time to time are available at: [mtvspotti.fi/en/media-information](https://mtvspotti.fi/en/media-information)

MTV Oy reserves the right to amend its prices. Price changes resulting from legislation or the actions of authorities will also apply to already made bookings for advertising time and space.

When ordering advertising time or space, the name of the product or service to be advertised must be informed. Customer may not resell purchased advertising time or space to a third party. The liability of MTV Oy is limited to the cost of the purchased campaign.

Advertising time is sold impartially to all advertisers, advertising and media agencies and other organizations for named customers and products, who agree to comply with MTV Oy's terms of sale.



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MTV Oy reserves the right to limit the advertising of pre-defined business sectors in certain content entities.

MTV Oy reserves the right to postpone advertising or cancel bookings made for advertising space, should specific reasons so require, without any liability to pay compensation. The customer will be informed about this without delay, and at the same time, MTV Oy will seek to provide a new advertising space corresponding to the previous one.

MTV Oy reserves the right to limit the visibility of a single campaign should the advertising capacity so require. MTV Oy also reserves the right not to sell campaigns that cannot be carried out within the desired campaign period.

There are no limitations regarding the exposure of competitors in the same content, nor will this render MTV Oy liable for compensation. Advance information of any competitors' campaigns running at the same time will not be given to third parties. Advertising on MTV Oy's online services is sold primarily on the impression basis. Other pricing models may also apply.



## Campaign

If a customer purchases several media elements / products at the same time, each of these will be considered as its own independent campaign. Customer may provide a maximum of five (5) different sets of material for one campaign. MTV will take into consideration the customer's wishes regarding emphasis between these material sets, but no time or impression guarantee will be given for the different materials of the campaign. The materials can be changed once during a campaign.

The campaign starts at 00:01 on the first day of the campaign period, provided that the campaign materials are delivered to MTV Oy according to delivery deadlines and material delivery instructions.

In case campaign materials are not submitted by the delivery deadlines or according to the instructions, MTV Oy is not liable to compensate for the delay of the campaign launch.

## Impression guarantee

MTV Oy grants an impression guarantee for impression-based campaigns. If the campaign does not reach the number of impressions purchased, the campaign will either be continued until the impressions are reached, the missing impressions will be compensated in the customer's next campaign, or the customer will be granted the missing number of impressions on another website/-s of the same price category on MTV Oy's online services. MTV Oy will not give monetary compensation.

In case the shortfall of impression target by the end of the campaign is no more than 3 %, MTV Oy has the right to extend the campaign automatically on the following day until the number of impressions is reached.

Campaigns' impressions, MTV Video Premium 100 % completion rate, inscreen in display advertising and Premium Native advertising guarantee on article readers (6+ sec. spent with article) are verified by MTV Oy's ad management and analytics systems (video: Invidi Pulse; display and outstream: Adform PPAS and native: ReadPeak/Adobe Analytics).



## Data protection and processing of personal data

The customer declares that it complies with the data protection legislation in force in the processing of personal data, such as the European Union's General Data Protection Regulation (2016/679) and the Data Protection Act (1050/2018), as well as other applicable legislation. The customer agrees to comply with the Data Protection Appendix as part of these Terms of Sale.

The Data Protection Appendix will be updated and added as part of these Terms of Sale. See up-to-date information: [mtvspotti.fi/en/media-information](https://mtvspotti.fi/en/media-information)

## Confirming a campaign

Confirmation of a campaign must be given in writing or in electronic format (LIVE) by the deadline specified in the offer, otherwise the booking will be cancelled. The period of validity for a campaign offer is calculated from the first working day following the booking.

## Changing a confirmed campaign

Duration of an advertisement in a confirmed campaign can be changed, if the price of the campaign remains at least the same.

## Cancellation of a confirmed campaign

In case the customer must cancel a confirmed campaign booking, a cancellation fee calculated from the net price of the cancelled campaign will be charged. All campaigns with duration of over one month have a one month's notice.

DAYS FROM BOOKING TO CAMPAIGN LAUNCH	OFFER VALID
20 working days or more	10
10–19 working days	5
5–9 working days	3
2–4 working days	1
1 working day	current day

CANCELLATION PRIOR TO BROADCAST	CANCELLATION FEE
2-5 days	50 %
less than 2 days	100 %



## Complaints

Complaints regarding advertising campaign must be made in writing no later than eight (8) days from the end of the campaign.

The method and amount of compensation for publishing error caused by MTV Oy will be agreed separately. The maximum compensation for erroneous publication will be corresponding value of advertising time or space.

## Cooperation commission

Cooperation commission is paid to agencies or other parties approved by MTV Oy, who agree to comply with MTV Oy's terms of sale and delivery, and whose creditworthiness has been approved by MTV Oy. The cooperation commission is 15 %.

### Operational and quality factors affecting the commission:

- data system cooperation (electronic order traffic) using LIVE booking system
- campaign planning, booking and follow-up
- full credit loss responsibility by media agency concerning customer's media purchases

## Invoicing and terms of payment for partners entitled to cooperation commission

The terms of payment are 14 days -1 % or 30 days net from the date of invoice.

Interest on overdue payments is determined according to the latest official percentage for overdue interest. Queries regarding invoices must be made within eight (8) days after the invoice was sent.

MTV reserves the right, if the situation so requires, to cancel or postpone a confirmed advertising campaign or parts of it, and to renegotiate the invoicing and payment arrangements.



## Self-service compensation

MTV Oy grants self-service compensation to parties that have booked their video and display campaigns (direct-buy) through a process that fulfils the criteria for self-service. The compensation is calculated from the customer's net volume. The amount of compensation is 0,8 % of the net volume fulfilling the criteria for self-service.

The criteria for self-service or terms of self-service compensation may change during year 2021. For further information on self-service compensation, please consult MTV's Media Planning [video@mtv.fi](mailto:video@mtv.fi).

## Direct invoicing discount

Direct invoicing discount is an alternative for cooperation commission. The direct invoicing discount is 12 %, no other discounts concerning the method of payment are granted. MTV's term of payment for directly invoiced campaigns is 14 days net.

## Bonus for a simultaneous TV campaign

For advertising the same product simultaneously on MTV Oy's TV channels and online services, MTV grants additional 10 % of impressions for the online campaign. In ROS/RON campaigns the bonus is 20 % additional impressions. The TV, video and/or display campaigns must have at least one same day of showing. Responsibility of informing MTV about the simultaneous TV campaign lies with the party booking the campaign. The bonus is not granted retrospectively.

## Calculation of discount

### GROSS PRICE OF A CAMPAIGN

- cooperation commission or direct invoicing discount

- customer's cooperation agreement discount or potential campaign-specific discount

**= net price**

+ VAT (currently valid %)

**= net price including tax**