2027

Cooperation agreement and Terms of Sale

FOR EFFECTIVE ADVERTISING SOLUTIONS



Cooeration agreement 2027

MTV Oy's Total TV, video and digital advertising

The cooperation agreement defines the annual cooperation between the Customer and MTV Oy during the contract period. Separate volumes and benefits can be agreed within the agreement:

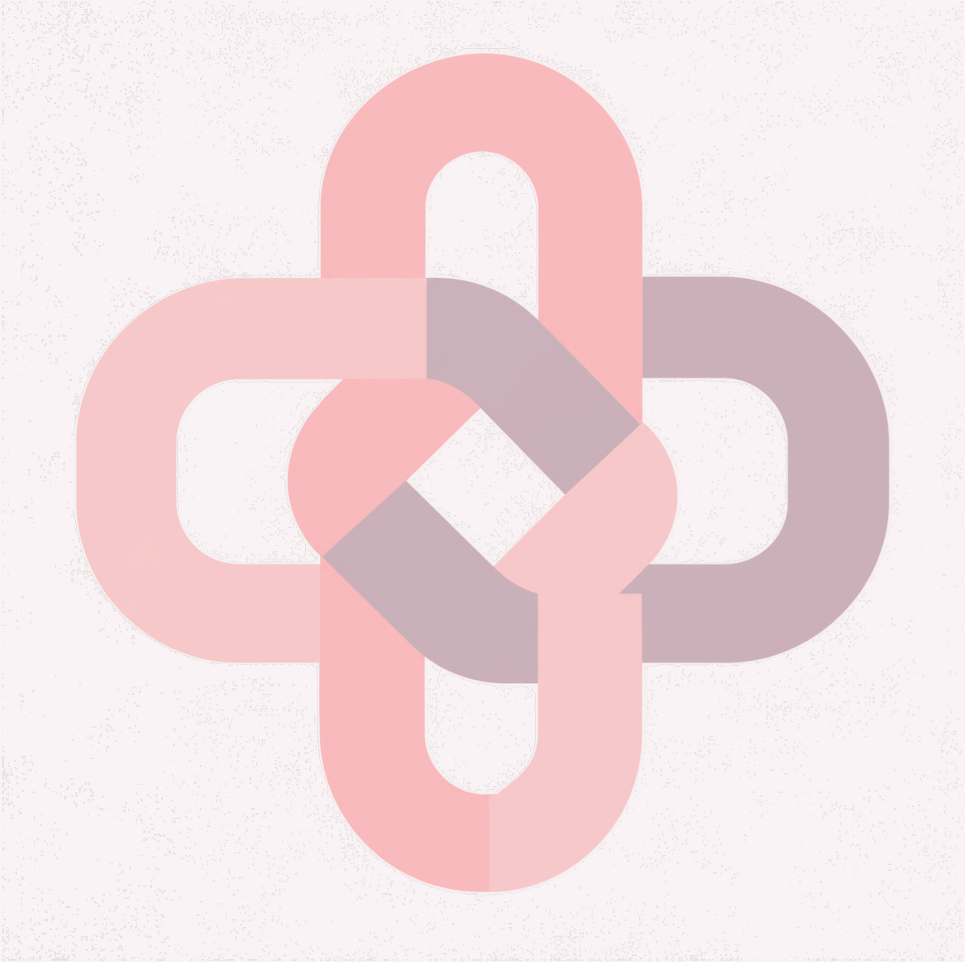
- Total TV advertising (MTV Total TV, program-specific buying, regional advertising, RBS Total TV sponsorship)
- Video advertising (instream video products)
- Digital advertising (e.g. display, outstream)

The Customer may also purchase advertising space for its subsidiaries belonging to the same group, of which the Customer owns at least 50%. The Customer is responsible for fulfilling the contractual obligations of its group companies.

Special solutions (e.g. program sponsorship and native advertising) accrue the cooperation agreement, but no cooperation agreement benefit is granted for them (excluding RBS Total TV sponsorship and native advertising CPM).

The customer-specific cooperation agreement benefit can be utilized in MTV Oy's online services in programmatic buying deals (so-called private deals). In programmatic buying, advertising displays purchased through deals accrue the cooperation agreement.

The agreement and its terms and conditions enter into force at the latest at the time when each party has fulfilled its own part of the agreement for the first time.



Terms of Sale 2027

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1. General information

These Terms of Sale apply to advertising sold by MTV Oy ("MTV") on MTV's own channels and on its sales partners' channels. The Terms of Sale apply to cooperation in which an advertiser-customer ("Customer") or its authorized representative, such as a media agency, purchases advertising time and/or space from MTV.

The Terms of Sale become binding on the Customer, whichever is earlier: (i) when the parties have entered into an advertising cooperation agreement or at the latest (ii) when the Customer places the first order for advertising time and/or space with MTV.

MTV has the right to unilaterally change and update the content of these Terms of Sale, and the right to suspend the Customer's campaign with immediate effect and terminate all agreements between the Customer and MTV without liability for compensation if the Customer violates these Terms of Sale. MTV is not liable for any costs or penalties incurred by the Customer if the content of the advertisement has not been in accordance with what is described in these Terms of Sale or the Customer has not fulfilled its other obligations described in these Terms of Sale. The Customer is obliged to fully compensate MTV or the users of its online services for any damage caused by the violation of these Terms of Sale. MTV's liability for compensation is limited to the price of the purchased campaign.

When ordering advertising time and space, the Customer must state the product or service to be advertised. The Customer who has purchased advertising time and/or space is not entitled to transfer or resell it to a third party.

In programmatic buying, reselling deals (deal-ID) to a third party is prohibited; deals are either Customer-specific or for the use of an entity representing the Customer. MTV reserves the right to suspend deals that have not been used within six (6) months.

The Customer, the Customer's group companies using MTV's advertising services and the Customer's representatives, such as advertising, media and digital agencies, undertake to comply with the cooperation agreement between the parties (including MTV's Terms of Sale), applicable legislation and the principles of TV advertising.

MTV reserves the right to

- price changes. For the sake of clarity, it is stated that prices can also be changed for cooperation agreement customers, unless otherwise separately agreed in the cooperation agreement. Possible changes will be announced well in advance. Price changes caused by legislation or measures taken by authorities apply to all Customers and campaigns, including advertising time and advertising space reservations that have already been made and accepted.
- restrict advertising in the industries it defines.
- without liability for compensation, move or suspend an advertisement or advertising space, cancel reservations made or reject advertisements, if special reasons require it. This will be announced immediately while MTV strives to provide a new, equivalent broadcast time or advertising space in its place.
- limit the number of contacts or visibility sold for an individual campaign if the capacity situation so requires.
- not accept campaigns that cannot be implemented within the desired campaign period.
- not sell advertising campaigns whose minimum net price is less than 200 euros.
- if MTV changes its product offering, move the advertising to MTV's product offering valid at the time.

MTV does not restrict the visibility of competitors appearing in the same content, and this does not create any liability for compensation for MTV. Advance information about possible simultaneous campaigns by competitors is not disclosed to outside parties.

2. Concepts and definitions

1. Definition of campaign

In these Terms of Sale, Total TV advertising refers to the national advertising MTV Total TV product and program-specific buying, regional advertising on the MTV3 channel and the RBS Total TV sponsorship product. Video advertising refers to instream video products (e.g. MTV Video CTV, Pause Ad) and digital advertising refers to other digital products (e.g. display, outstream video, native advertising).

Campaign refers to an advertising time reservation that the Customer has made for the above-mentioned advertising products. Simultaneous reservations made with different advertising products are considered separate campaigns.

In Total TV advertising, the Customer's separate campaigns for the same advertising product are considered a single campaign entity if the break between the campaigns is seven (7) days or less and the same material and/or target group have been used. MTV Oy reserves the right to combine the above-mentioned separate campaigns into a single entity, which receives a contact guarantee* in accordance with the Terms of Sale.

If multiple advertising products are purchased simultaneously for a video and digital advertising campaign, each of them has its own campaign objective. If separate reservations within a campaign use the same advertising product, material and targeting, they are considered a single campaign entity and receive a common impression guarantee*.

In Total TV advertising, the total duration of the campaign can be a maximum of 8 weeks and can extend to a maximum of two sales periods. The break within the campaign can be a maximum of seven (7) days. The maximum length of a RBS Total TV sponsorship campaign is 4 weeks.

In Total TV advertising, advertising presentations shown on TV channels begin on the start day of the campaign at 06:00 and end on the night following the last day of the campaign after the end of the program, no later than 05:59. In video and digital advertising, advertising presentations begin on the first day of the campaign at 00:01 and end on the last day of the campaign at 23:59. In the video part of MTV Total TV and RBS Total TV sponsorship products, presentations begin on the first day of the campaign at 02:00.

* For more information on the guarantee, see the section “Contact and impression guarantee”

2. Contact and impression guarantee

Total TV advertising

MTV Oy grants a contact guarantee for campaigns that meet the valid Terms of Sale and the specified guarantee limits. The contact guarantee guarantees the estimated number of contacts at the time of purchase in the advertising break audience, in the target group selected for the campaign. The contact guarantee is granted at the campaign level, not per week or per advertisement.

A contact guarantee can, by separate agreement, also be granted for a group of multiple individual campaigns. The campaigns must have the same campaign period and target group. The total guarantee consists of the total contacts of the campaigns.

MTV Oy has the right to use all start, end and continue sponsorship bumper placements to guarantee a RBS Total TV sponsorship campaign, if necessary.

		GUARANTEE LIMIT IN CONTACTS (000)									
PURCHASING METHOD	GUARANTEE LIMIT, % OF TARGET GROUP SIZE	Total 3+	Women 3+	Men 3+	25–54	25–64	Women 25–64	Men 25–64	35–64	45+	Children 3–9
Target group size (000)		**5 488**	**2 773**	**2 715**	**2 141**	**2 840**	**1 392**	**1 448**	**2 127**	**2 711**	**357**
MTV Total TV	50 % (3-9y: 5 %)	2 744	1 387	1 358	1 071	1 420	696	724	1 064	1 356	18
Program-specific buying: MTV3	25 % (3-9y: 5 %)	1 372	693	679	535	710	348	362	532	678	18
Program-specific buying: MTV Sub, MTV Ava, STAR Channel, National Geographic	5 %	274	139	136	107	142	70	72	106	136	18
RBS Total TV sponsorship	50 %	2 744	-	-	-	1 420	696	724	-	-	-
RBS Total TV sponsorship late night	5 %	-	-	-	-	142	-	-	-	-	-
RBS Total TV sponsorship: MTV Katsomo (when the campaign includes no TV channels)	5 %	274	-	-	-	142	70	72	-	-	-

Target group sizes: Statistics Finland, population data 31.12.2025

MTV3 regional advertising

A contact guarantee in the 3+ target group is granted for an MTV3 regional advertising campaign. The guarantee limit is 50 % of the population of the region.

REGION	POPULATION (000)	GUARANTEE LIMIT IN CONTACTS (000)
Uusimaa	1 786	893
Pirkanmaa	660	330
Varsinais-Suomi	485	242
Pohjanmaa	332	166
Oulu	307	153
Keski-Suomi	282	141
Pohjois-Savo	256	128
Satakunta	204	102
Päijät-Häme	202	101
Keski-Pohjanmaa	171	85
Kymenlaakso	164	82
Pohjois-Karjala	156	78
Lappi	131	66
Etelä-Karjala	118	59
Etelä-Savo	109	55
Kainuu	71	36
Meri-Lappi	56	28

Target group sizes: Statistics Finland, population data 31.12.2025

Under-delivery of the contact guarantee exceeding 5 % (but at least 1 % of the size of the campaign's target group) is credited by extending the campaign, unless the Customer specifically refuses, or in connection with subsequent campaigns, in which case the amount of the compensation is calculated from the net value of the under-delivery. MTV Oy does not compensate under-deliveries with monetary refunds. Contact under-deliveries of less than 5% are not compensated.

For campaign durations of less than seven (7) days, a quarterly contact guarantee is applied, in which case the over- and under-deliveries of the campaigns compensate one another. Quarters are defined as calendar quarters.

Under-deliveries of the contact guarantee resulting from significant campaign changes requested by the Customer are not compensated. Any uncompensated under-delivery accumulated during the contract period shall be deemed to have expired six months after the end of the contract period.

MTV monitors campaign performance through MTV's advertising management system (contacts, impressions, clicks).

The contact guarantee is always verified from the final viewership figures of the TV meter survey provided by Finnpanel Oy. Contacts for national MTV Total TV campaigns are verified from the results of the SpotOn video advertising measurement. More information: https://www.mtvspotti.fi/artikkelit/spoton-mittaus-tuottaa-tv-ja-videomainos-kampanjoille-yhteismitalliset-kontaktimaarat/

Video and digital advertising

MTV Oy grants an impression guarantee for campaigns sold on an impression basis.

Under-delivery of more than 1 %, but only over 1,000 impressions, is automatically compensated by continuing the campaign, unless the Customer specifically refuses, or in connection with subsequent campaigns, in which case the amount of compensation is calculated from the net value of the under-delivery. MTV Oy does not compensate under-deliveries with monetary refunds.

Under-deliveries of the impression guarantee resulting from significant campaign changes requested by the Customer are not compensated. Any under-delivery not compensated during the contract period is considered to have expired six months after the end of the contract period.

The impressions of campaigns, the inscreen viewability of display advertising and the reader guarantee of Premium native advertising are verified by MTV Oy's advertising management and analytics systems (FreeWheel MRM for video, Adform PPAS for display, outstream and native advertising, and MTV's analytics system).

Programmatic deals (deal-ID) are non-guaranteed deals, meaning MTV Oy does not guarantee the availability of inventory. The exception to this is campaign-specific programmatic guaranteed deals, which have a contact guarantee and are subject to cancellation terms in accordance with the Terms of Sale. The currency in programmatic buying is CPM.

3. Campaign stages

1. Confirming the campaign

The Customer must confirm the campaign in writing or digitally (LIVE) by the last validity date stated in the offer; otherwise, the reservation will be cancelled. The validity period of the campaign offer is calculated from the working day following the booking; working days are considered weekdays.

TIME FROM BOOKING TO CAMPAIGN START	OFFER VALID (BUSINESS DAYS)
20 business days or more	10
10–19 business days	5
5–9 business days	2
4 business days	1
1–3 business days	the day in question

2. Changes to campaigns

The Customer cannot make changes to offered or confirmed campaigns. If there is a need to change the length/size of the material, contact/impression amount, campaign period or other elements of the campaign, the campaign reservation must be cancelled and a new reservation must be made.

If a confirmed campaign is ongoing, the campaign must be suspended, and a new reservation must be made from the time of the change. Changes to an ongoing campaign are considered significant, and MTV Oy is therefore not responsible for any contact guarantee under-deliveries in the suspended campaign.

New reservations can be made to confirmed campaigns within the campaign period or for a period after the campaign period, i.e. the confirmed campaign can be continued with additional reservations. Changes follow the schedules in the Terms of Sale.

MTV Oy's Terms of Sale section “Cancelling the confirmed campaign” applies to changes when the net value of the confirmed campaign decreases or the campaign is cancelled completely.

If you need to make changes to your campaign, please contact video@mtv.fi or digitrafiikki@mtv.fi (display, outstream, native).

You can find more information about changes related to campaign materials in the section “Materials”. Detailed Material Instructions can be found on MTV Spotti: mtvspotti.fi/mediatiedot/aineistot

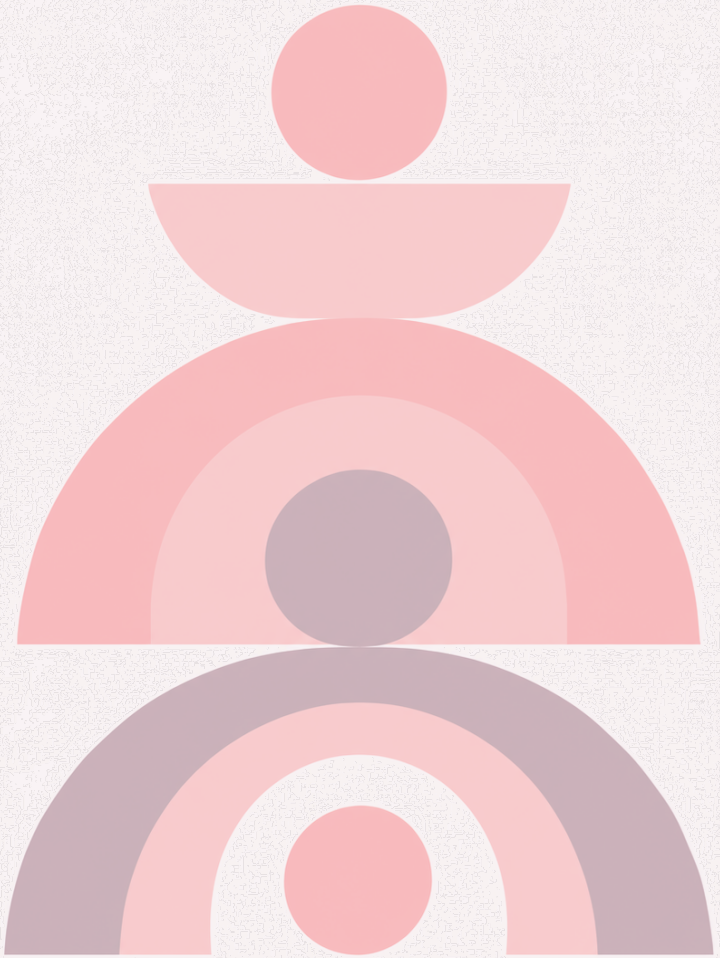
3. Materials

The delivery methods and schedules for materials are specified in separate Material Instructions. Campaign reservations must be instructed by 12 noon so that there are two full working days between the instruction and the first broadcast date. The Customer must take into account the advertising pre-check in the Spotgate service when delivering materials. Materials can be changed before and during the campaign, following the same schedule. In RBS Total TV sponsorship, materials can only be changed for full calendar weeks. In video advertising, if the material delivered with a VAST call changes, a new call must be submitted to MTV Oy.

If MTV Oy makes changes to the materials on a schedule that deviates from the Material Instructions at the Customer's separate request, MTV Oy has the right to charge an additional express delivery fee according to the price list.

If the Customer does not deliver the materials according to the schedules and instructions specified in the Material Instructions, MTV Oy is not liable for compensation for the delay in the start of the campaign. MTV Oy is not liable for any costs or penalties incurred by the Customer if the content of the material has not been in accordance with that described in these Terms of Sale and Material Instructions or if the Customer has not fulfilled its other obligations described in these Terms of Sale.

Detailed Material Instructions and delivery schedules can be found in MTV's Material Instructions on MTV Spotti: mtvspotti.fi/mediatiedot/aineistot



4. Cancelling the confirmed campaign

If the Customer cancels a confirmed campaign order, a cancellation fee will be charged. The fee is calculated from the net price of the cancelled advertising time. Postponing the start of the campaign by more than five (5) working days is also considered a cancellation.

The amount of the cancellation fee is determined from the first broadcast date of the cancelled advertising time.

All campaigns lasting more than 1 month must be cancelled 1 month before the start of the campaign.

TOTAL TV ADVERTISING: CANCELLATION PRIOR TO BROADCAST	CANCELLATION FEE
more than 30 days	25 %
15–30 days	50 %
7–14 days	80 %
less than 7 days	100 %

VIDEO AND DIGITAL ADVERTISING: CANCELLATION PRIOR TO BROADCAST	CANCELLATION FEE
2–5 days	50 %
less than 2 days	100 %

5. Complaints

Any complaints regarding an advertising campaign or its transmission must be made in writing no later than eight (8) days after the end of the campaign.

In the event of a transmission or publication error caused by MTV Oy, the method and amount of compensation will be agreed separately. The maximum compensation will be the provision of corresponding advertising time free of charge or not invoicing for the advertisement that was transmitted or published erroneously.

6. Discount policies

Cooperation discount

The cooperation discount is granted to those media agencies approved by MTV Oy who agree to comply with MTV Oy's Terms of Sale and whose creditworthiness, and the operational and qualitative factors described below, have been approved by MTV Oy. The cooperation discount is 15 %.

Functional and qualitative factors that entitle to the fee:

- IT system cooperation (digital order traffic) using either the LIVE booking system or digital transfer of order data to the LIVE system
- campaign planning, booking and monitoring
- the media agency assumes full credit loss liability for the client's advertising purchases

Direct billing discount

The direct billing discount is granted to Customers or parties that do not meet the operational and qualitative criteria mentioned above. The direct billing discount is 12%.

Invoicing and payment terms

The payment term for invoices containing a cooperation discount is 14 days -1 % or 30 days net from the date of invoice. In direct invoicing, the payment term is 14 days net.

The default interest rate is determined according to the latest official default interest rate. Any comments regarding invoicing must be made no later than eight (8) days after the invoice is sent.

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

Compensation for independent orders

MTV Oy grants the subscriber, i.e. the media agencies approved by MTV Oy, compensation determined by MTV Oy for Total TV, video and digital advertising campaigns planned in accordance with these Terms of Sale and good business practice in the industry, the booking and confirmation of which, as well as the delivery of materials and driving instructions, are handled by the subscriber using their own workforce, working hours and tools in accordance with the agreed operating procedures, schedules and processes.

The basis for the compensation is the subscriber's working hours and the development and utilization of their own tools and technologies. MTV Oy confirms the amount of compensation to the subscriber on a quarterly basis. The criteria and conditions of the compensation may change during 2027.

Net pricing

MTV does not grant campaign-specific discounts for net-priced products or purchasing methods that are net-priced by nature. Net price means the price from which discounts and any benefits have been deducted, but to which value added tax has not yet been added.

4. Responsibilities and rights

1. Rights of presentation and disclaimer

The Customer grants MTV the right to use, publish and display the advertising material and the intellectual property rights therein on MTV's television channels and streaming service, so that MTV may transmit the advertisements using any available transmission technology and to any receiver throughout the duration of the advertising campaign. MTV has the right to assign the above-mentioned rights.

The Customer is responsible for ensuring that it holds all copyrights and other intellectual property rights to and in the advertising material necessary to carry out the purpose of this agreement. The Customer is also responsible for ensuring that it has obtained the necessary permits and authorizations from the rights holders and has paid the fees related to the above. The Customer warrants that the display of the advertisements does not infringe the intellectual property or other rights of a third party.

If the Customer also acquires advertising space through MTV Oy from the television channels and/or streaming service of the Disney Group, SkyShowtime or other sales partners represented by MTV, the rights described in this section also cover the Disney Group and other sales partners.

After the first broadcast of a TV commercial, MTV has the right to use the commercial in promotional, educational and research compilations, unless the Customer prohibits this in writing.

2. Transmission errors

In the event of a transmission error caused by MTV, the method and amount of compensation will be agreed separately. The maximum compensation will be the equivalent advertising time or not invoicing for the advertisement that was transmitted erroneously. Any comments regarding the broadcast advertisement must be made within eight (8) days of the broadcast of the advertisement.

3. Content of advertisement

The Customer is responsible for the content of the advertising. The Customer is obliged to ensure that the advertising complies with applicable laws, regulations, international basic rules for advertising and the regulations of the Consumer Ombudsman and other authorities. In addition, the Customer is obliged to ensure that the advertising complies, as applicable, with the advertising guidelines of MTV and/or other sales partners represented by MTV that are valid at the time. Pharmaceutical advertisements are checked in advance by the Pharmaceutical Advertising Inspection Committee of the pharmaceutical industry (Lääketeollisuus Ry/Finnish Pharmaceutical Industry Association).

The Customer is responsible for ensuring that the advertising is in accordance with good practice and that its presentation is not detrimental to the reputation or corporate image of MTV or its group companies or sales partners.

If the Customer also acquires advertising space through MTV from the television channels and/or streaming service of the Disney Group, SkyShowtime or another MTV sales partner, the rights described in this section also cover the above-mentioned parties. If the Customer acquires advertising space from Disney's streaming service, the Customer separately undertakes to ensure that the advertising complies with Disney's current advertising guidelines.

With regard to digital advertising, the Customer is responsible for ensuring that any tracking technologies used in advertisements comply with MTV's Material Instructions (mtvspotti.fi/mediatiedot/aineistot), which are part of this agreement.

In programmatic buying, the Customer is responsible not only for the content of the advertisement but also for the technical requirements, such as the sound levels of video advertisements.

In programmatic buying, the Customer is responsible for ensuring that the Customer's categorization has been done appropriately and corresponds to the Customer's industry. MTV does not accept materials from uncategorized advertisers. For more information about categorizations, please contact programmatic@mtv.fi.

MTV defines the technology providers (so-called vendors) for which MTV requests consent from the users of its services in the form of a consent banner. MTV is not obliged to request new consent (re-consent) for new providers.

MTV is not responsible for the functionality of the technology solutions used by the Customer in its online services and selects the technologies supported on its platforms on a case-by-case basis. These may relate to, for example, measurement, targeting or brand safety.

MTV has the right to reject advertising material if it does not comply with the rules and Material Instructions of MTV and/or its sales partners that are valid at the time, which are part of this agreement. Detailed Material Instructions can be found on MTV Spotti: mtvspotti.fi/mediatiedot/aineistot

MTV has the right to suspend and/or cancel a campaign and terminate the cooperation agreement between MTV and the Customer with immediate effect and without liability for compensation to the Customer, if the Customer, the Customer's group company or the Customer's representative violates applicable sanctions or anti-money laundering legislation or is placed on the sanctions lists of Finland, the EU, the United Kingdom, the United States or Canada, or on similar sanctions lists.

4. Political advertising

The Customer undertakes to comply with Regulation (EU) 2024/900 of the European Parliament and of the Council on the transparency and targeting of political advertising. The Customer undertakes to notify whether the advertisement in question is an advertisement within the meaning of the Regulation, and to provide the information required by the Regulation in the manner and format required by MTV. MTV has the right to refuse to publish a political advertisement if the above information is not provided or is incomplete. MTV will ensure that the advertisement is clearly marked as a political advertisement and will record the required information in the EU's common transparency register.

The Customer agrees that the information related to the advertising will be stored for at least seven (7) years in accordance with the Regulation. The Customer is responsible for ensuring that the information provided is correct and in accordance with the Regulation. MTV is not responsible for any incorrectness or incompleteness of the information provided by the Customer.

More information about political advertising:
https://www.mtvspotti.fi/artikkelit/poliittinen-mainonta-mtv-kanavissa/

5. State advertising and media freedom

MTV has the right to report annually, in accordance with the Media Freedom Act, on the advertising investments of state-owned companies to the database of the Ministry of Transport and Communications. The Customer is responsible for providing the necessary information to MTV and ensuring that it is correct.

MTV reports the information required by the Media Freedom Act, such as:

- the sponsor of the advertising (e.g. a ministry or municipality)
- the target and content of the advertising
- the duration of the campaign
- the amount of advertising expenditure
- the income received by MTV from the campaign in question

6. Use of artificial intelligence in advertising

The Customer undertakes to comply with the legislation applicable to the use of artificial intelligence and to notify MTV if the advertising material has been produced or substantially modified using artificial intelligence. The Customer is responsible for ensuring that the advertising material is appropriately marked as produced or modified by artificial intelligence in accordance with applicable legislation and MTV's instructions. The Customer is responsible for the correctness of the information it provides and for having the necessary rights to use the material. MTV has the right to refuse to publish advertising material if the above-mentioned requirements have not been complied with.

7. Customer compensation obligation

If a third party presents MTV with claims or allegations related to the rights to display advertising material or the content of the advertising, the Customer undertakes to defend MTV at its own expense and to fully compensate MTV for the aforementioned claims and any damages and costs arising therefrom.

If the Customer also acquires advertising space through MTV from the television channels and/or streaming service of the Disney Group, SkyShowtime or other MTV sales partners, the Customer's obligations set out in this section also cover, as applicable, the Disney Group, SkyShowtime and the other sales partners referred to above.

8. Data protection and processing of personal data

The Customer declares that it complies with the data protection legislation in force at any time in the processing of personal data, such as the European Union General Data Protection Regulation (2016/679) and the Data Protection Act (5.12.2018/1050), as well as other applicable legislation. The Customer undertakes to comply with the data protection annex to the Terms of Sale as part of these Terms of Sale. The data protection annex can be found at mtvspotti.fi/mediatiedot/myyntiehdot/.