

Media information 2021: Terms of sale

MTV Oy's TV channels (television advertising, RBS program sponsorship)



Terms of Sale 2021

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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

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 the general principles and legal requirements for TV advertising and with MTV Oy's terms of sale.

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 time, 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 transmission time corresponding to the previous one.

MTV Oy reserves the right to limit the amount of contacts sold to a single campaign should the advertising capacity of the channel so require.



Campaign

Campaign refers to an entity of one channel which is booked all at once and which is used for advertising the same product or service. A break within a campaign can last max. seven (7) days, and the whole period of campaigning can extend to no more than two sales periods. Separate campaigns from the same advertiser are considered as a single campaign entity if the break between the campaigns is seven (7) days or less, and if the same advertisement/-s and/or target group are used.

MTV Oy reserves the right to combine the abovementioned separate campaigns into a single entity, which will be granted a contact guarantee in accordance with the terms of sale.

Contact guarantee

The contact guarantee is granted in the target group selected by the customer from available target group in targeted RBS buying.

The guarantee is given for a campaign entity broadcasted on one channel or, when separately defined, several channels. The total contact guarantee for a campaign consists of the combined sum of individual spots' and/or TRP bookings' contact guarantees. Campaigns on channel MTV3 including both nationwide and regional advertising are considered as a single entity, when calculating the contact guarantee.

Customers are granted a contact guarantee for their campaigns in the commercial break audience. Contact guarantees are given channel-specifically for campaigns with the following minimum TRPs/GRPs:

MTV3	50
Sub	20
AVA	10
C More Max / Sport / Juniori	5

Shortfalls less than 1 TRP will not be compensated. Unless the customer specifically forbids, shortfalls more than 1 TRP will be credited by extending the campaign, or in connection with subsequent campaigns. In that case, the amount of compensation will be calculated from the shortfall's net value. Shortfalls resulting from significant campaign changes requested by the customer will not be compensated. Uncompensated debt developed during the cooperation agreement period will be considered as prescribed after six months from the end of the agreement period.



Contact verification

Contact guarantee is always verified from the final viewer figures provided by Finnpanel TV Audience Measurement.

Broadcast rights and discharge of liability

The advertiser is responsible for obtaining ownership and/or user rights for commercials and materials along with the necessary copyright, patent and other similar rights. The advertiser is responsible for the rights of the commercials so that they can be broadcasted by MTV Oy to different types of receivers as part of simultaneous and unaltered TV broadcasts, using different transmission techniques.

MTV Oy holds the right to change the broadcasting time of a commercial or to interrupt a campaign if special reasons so require, without any obligation to provide compensation.

After a commercial has been broadcasted for the first time, MTV Oy has the right to use the commercial for demonstration, training and research purposes unless the advertiser forbids this in writing.

Content of a TV commercial

The advertiser is responsible for the content of advertising. Commercials must comply with laws, statutes, the International Code of Advertising, and the regulations set by the Consumer Ombudsman and other authorities. Commercials for pharmaceutical products must be submitted for preliminary inspection to the Inspection Board of Pharma Industry Finland (PIF).

MTV Oy is not liable for any costs or consequences incurred as a result of a commercial not complying with official regulations. MTV Oy reserves the right to postpone the broadcasting of a commercial or to cancel a campaign, should reasons relating to the content so require, without any liability to provide compensation.



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 advertising time will be charged.

Cancellation fee is defined by the first broadcasting day of cancelled advertising time.

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.

The method and amount of compensation for any transmission error caused by MTV Oy will be agreed separately. The maximum compensation for erroneous transmission will be the provision of corresponding airtime free of charge, or not invoicing for the advertisement that was transmitted erroneously.

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
more than 30 days	10 %
15–30 days	25 %
7–14 days	50 %
less than 7 days	75 %



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:

- TV research services involved in professional media buying
- data system cooperation (electronic order traffic) using either LIVE booking system or electronic order data transfer to LIVE
- 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 campaigns 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.

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.

Calculation of discount

BUYING METHOD-SPECIFIC GROSS PRICE
- seasonal index
- potential other discount
- cooperation commission or direct invoicing discount
- customer's cooperation agreement discount
= net price
+ VAT (currently valid %)
= net price including tax

