

MEDIA 2023 INFORMATION

FOR EFFECTIVE ADVERTISING SOLUTIONS



Terms of Sale 2023

MTV Oy's TV channels and digital ad products (incl. programmatic buying)

MTV reserves the right to unilaterally change and update the terms of these sales terms. MTV reserves the right to discontinue the customer's campaign with immediate effects and terminate all agreements entered into with the customer without any responsibility for damages, if the customer is in breach of these sales terms. The customer is responsible for all damages to MTV Oy, or the users of MTV's digital services caused by the customer's breach of these sales terms. The sales terms, as they are in force at the time, are available at mtvspotti.fi/en/media-information.

MTV Oy reserves the right to amend its prices. For the sake of clarity, the prices may be amended also with customers with annual cooperation agreement. Possible changes will be communicated beforehand. 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 and space 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 reschedule advertising or cancel bookings made for advertising time or space, should specific reasons so require, without any liability to pay compensation. The customer will be informed about this without delay, while MTV Oy will seek to provide a new transmission time or advertising space corresponding to the previous one.

MTV Oy reserves the right to

- limit the number of contacts sold to a single campaign should the advertising capacity so require
- limit the visibility of a single campaign should the advertising capacity so require
- not sell campaigns that cannot be carried out within the desired campaign period
- not sell digital or regional advertising campaigns which minimum net price is less than 200 euros

There are no limitations regarding the visibility 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. Pricing basis for programmatic buying deals is CPM.

Campaign

In TV advertising, a campaign refers to an entity which is booked all at once and which is used for advertising the same product or service.

A break within a TV 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 groups 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.

If a customer purchases simultaneously several media elements / products for digital campaigning, each of these will be considered as its own independent campaign. The customer may provide a maximum of five (5) different sets of material for one campaign. MTV Oy 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.

A digital 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.

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

Contact guarantee

A TV campaign is granted a contact guarantee in the target group selected by the customer from available target groups in targeted RBS buying.

The guarantee is given for a TV campaign entity broadcast 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 MTV3 including both national 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 guarantee limits are provided in the table.

In RBS program sponsorship, the contact guarantee is granted per channels according to the table. In case a campaign includes more than one channel, the entire campaign has one shared contact guarantee.

Contact guarantee limits

PER CHANNEL, TRP		PER PACKAGE, TRP	
MTV3	50	MTV Total TV Easy	80
Sub	20	MTV Total TV Flexible	80
AVA	10		

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. Unless the customer specifically forbids, shortfalls more than 1 and less than 10 TRP can be compensated in MTV Katsomo and C More TV. The value of shortfall is calculated in contacts.

If the campaigns' durations are less than seven (7) days, a quarterly contact guarantee will be applied to all of the customer's campaigns. This means that campaigns' exceedings and shortfalls compensate each other. Quarters are defined by the yearly calendar.

Shortfalls resulting from significant campaign changes requested by the customer will not be compensated. Uncompensated debt from 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.

Impression guarantee

MTV Oy grants an impression guarantee for impression-based campaigns.

Shortfalls less than thousand (1 000) impressions will not be compensated. Unless the customer specifically forbids, shortfalls more than this will be automatically credited by extending the campaign the next day until the impressions are reached, or in connection with subsequent campaigns. In that case, the amount of compensation will be calculated from the shortfall's net value.

MTV Oy will not give monetary compensation for missing impressions. Shortfalls of impression guarantee resulting from significant changes in the campaign requested by the customer will not be compensated. Uncompensated debt from the cooperation agreement period will be considered as prescribed after six months from the end of the agreement period.

Campaigns' impressions, MTV Video Premium 100 % completion rate, inscreen of 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: InvidiPulse; display and outstream: AdformPPAS and native: ReadPeak/ Adobe Analytics).

Programmatic buying deals (deal-ID) are non-guaranteed deals, which means MTV does not guarantee the availability of inventory. As an exception to this are campaign-specific programmatic guaranteed deals that include a contact guarantee.

Broadcast rights and discharge of liability

The advertiser is responsible for obtaining ownership and/or user rights for advertising materials along with the necessary copyright, patent and other similar rights. The advertiser is responsible for the rights of the advertising spot so that it can be broadcast on MTV's TV channels 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 discontinue a campaign if special reasons so require, without any obligation to provide compensation. In case of a potential change in program schedule, the advertisement purchased via program-specific buying is re-placed primarily to a commercial break in the compensatory program. The advertisement's value and contact guarantee in the target group will be preserved.

After a TV commercial has been broadcast 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 an advertisement

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).

When buying programmatically, in addition to the content of an ad the advertiser is also responsible for the technical requirements, such as sound levels of video ads. MTV has the right to decline ads that do not comply with MTV's current material instructions.

In programmatic buying, the advertiser is responsible for its categorizing according to advertiser's field of business. MTV Oy will not accept materials from uncategorized advertisers. Further information regarding categorization: programmatic@mtv.fi.

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

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 can be found here: 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.

DAYS FROM BOOKING TO CAMPAIGN START	OFFER VALID, WORKING DAYS
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

Changing a confirmed campaign

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

The lengths and placement templates of RBS program sponsorship media elements cannot be changed. Materials for RBS program sponsorship can be changed once during a campaign, but not in the middle of a calendar week. If RBS program sponsorship campaign materials are not submitted by the delivery deadlines or according to the material instructions, MTV Oy is not liable to compensate for the delay of the campaign launch.

Cancelation of a confirmed campaign

If the customer must cancel a confirmed campaign booking, a cancelation fee calculated from the net price of the canceled advertising time or campaign will be charged. Rescheduling a campaign start date by more than five (5) working days is also considered as a cancelation.

The cancelation fee is defined by the first broadcasting day of the canceled advertising time.

The term of notice for all campaigns with duration over 1 month is 1 month.

CANCELATION OF TV CAMPAIGN PRIOR TO BROADCAST	CANCELATION FEE
more than 30 days	10 %
15–30 days	25 %
7–14 days	50 %
less than 7 days	75 %

CANCELATION OF DIGITAL CAMPAIGN PRIOR TO BROADCAST	CANCELATION FEE
2–5 days	50 %
less than 2 days	100 %

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 or publishing error caused by MTV Oy will be agreed separately. The maximum compensation will be the provision of corresponding ad time free of charge, or not invoicing for the advertisement that was transmitted or published erroneously.

Cooperation commission

A 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 either the 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 with 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 reschedule a confirmed advertising campaign or parts of it, and to renegotiate the invoicing and payment arrangement.

Self-service compensation

MTV Oy grants self-service compensation to parties that have booked their TV campaigns through a process that fulfils the criteria for self-service. The compensation is also granted for video and display campaigns (direct-buy). 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 2023. For further information on self-service compensation, please consult MTV's Media Planning, video@mtv.fi.

Direct invoicing discount

Direct invoicing discount is alternative to the 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

GROSS PRICE OF A CAMPAIGN
– seasonal index
– potential other benefit
– cooperation commission or direct invoicing discount
– customer's cooperation agreement benefit or potential campaign-specific discount
= net price
+ currently valid VAT %
= net price including tax