

# 2025 MEDIA INFORMATION

# FOR EFFECTIVE ADVERTISING SOLUTIONS

# Terms of sale 2025

# Television and digital advertising sold by MTV Oy

These Terms of Sale apply to television and digital advertising sold by MTV Oy. MTV Oy 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 Oy without liability for damages if the customer breaches these Terms of Sale. The customer is obliged to compensate MTV Oy or the users of its online services in full for any damage caused by the breach of these Terms of Sale.

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. Reselling of programmatic buying deal IDs to a third party is forbidden. The deals are either advertiser-specific or for the use of the party representing the advertiser. MTV Oy holds the right to discontinue the deals that have not been utilized for six (6) months. 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.

#### Defining a campaign in TV and digital advertising

In these Terms of Sale, television advertising refers to the MTV Total TV national advertising product as well as program-specific buying, regional advertising on MTV3 channels and RBS program cooperation. Digital advertising refers to video advertising (instream and outstream), banner advertising, display advertising, pause ad and native advertising.

In television and digital advertising, a campaign refers to a set number of advertisements that are booked at once and used to advertise the same service or product.

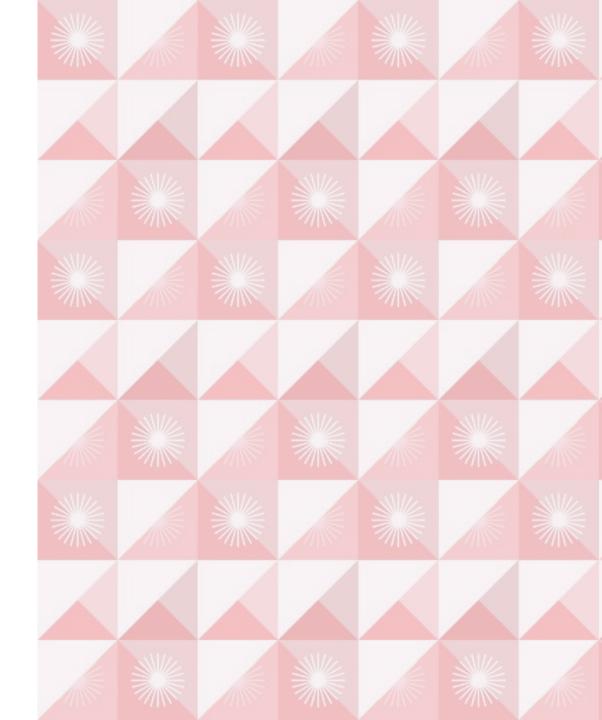
The total duration of a TV campaign can be 8 weeks at most and it may occur over a maximum of two sales periods. The maximum length of a break during a campaign is seven (7) days.

Separate TV and digital campaigns by the same advertisers are considered a single campaign, if they are no more than seven (7) days apart and they use the same material and/or target group. MTV Oy reserves the right to combine such campaigns into one, which is granted a single contact or viewing guarantee in accordance with the Terms of Sale.

If several different products are purchased at the same time for a video campaign, each of them has its own campaign goal, such as the number of views. If the same product, material and targeting have been used in separate bookings made within the campaign, they are considered as one campaign package that receives a shared viewing guarantee.

A digital campaign starts on the first day of the campaign at 00:01 if the advertising material has been delivered to MTV Oy in accordance with the delivery schedules and material instructions.

If the advertiser buys advertising space from the Disney Group's Disney+ service, the advertiser undertakes to use only previously approved tracking technologies in the advertising material intended for the Disney+ service. The currently accepted technologies are: Adform, DoubleClick, Flashtalking and IAS. MTV has the right to reject advertising material if it contains tracking technologies other than those mentioned above. The prerequisite for the use of tracking technologies is that the advertisement is aimed at adults and that the viewers have given the necessary consents regarding the processing of personal data.



# Television advertising contact guarantee and contact guarantee limits

MTV Oy grants a contact guarantee for campaigns that meet the applicable terms of sale and the specified guarantee limits. With the contact guarantee, the campaign is guaranteed the number of contacts predicted at the time of buying for the chosen buying target group. A campaign has an overall guarantee. The contact guarantee is granted for the commercial break audience.

Upon separate agreement, a contact guarantee can also be granted for a campaign package consisting of several separate campaign booking. Campaigns must have the same campaign period and buying target group. The overall warranty consists of the sum total of the campaigns' contacts.

In RBS program cooperation, the contact guarantee is granted per channel. If the campaign includes more than one channel, all channels must be booked into the same campaign and the entire campaign will have one, common contact guarantee. Each campaign type is subject to the guarantee limits shown in the tables:

BY PACKAGE, TRP		REGIONAL AD	VERTISING, TRP
MTV Total TV*	100	MTV3	50

\*) Children aged 3–9 in the target group: the minimum limit of the contact guarantee is 10 TRP

CAMPAIGNS BOUGHT ENTIRELY AS PROGRAM-SPECIFIC, TRP		RBS PROGRAM COOPERATION, TRP	
MTV3	25	MTV3	50
MTV Sub	10	MTV Sub	20
MTV Ava	5	MTV Ava	10
STAR Channel	5	STAR Channel	10
National Geographic	5	National Geographic	10

TRP (target rating point): Sum of the average minute ratings within the target group for the campaign's commercial breaks. TRP refers to the same thing as a contact but expressed as a ratio.

Falling short less than 1 TRP is not be credited. Any greater shortfalls will be credited by extending the campaign, unless the customer specifically refuses, or in connection with subsequent campaigns, in which case the amount of the reimbursement will be calculated from the net total value of the shortfall. Unless the customer specifically refuses, the campaign falling short between 1 and 10 TRPs can be credited in MTV Katsomo, in which case the amount of the credit is calculated as contacts. MTV Oy does not compensate any shortfalls in money.

For campaign durations of less than 7 days, a quarterly contact guarantee will be applied to all of the customer's campaigns and the campaigns exceeding or falling short of the guarantee compensate for one another. Quarters are defined as calendar quarters.

Any shortfall in the contact guarantee due to significant changes in the campaign requested by the customer are not credited. Any shortfall accumulated during the contract period and not credited shall be deemed to have expired six months after the end of the contract period.

#### Defining a contact

The contact guarantee is always verified using the final ratings of the TV measurement study provided by Finnpanel Oy. The contacts of MTV Katsomo for national MTV Total TV campaigns are verified by the results of the SpotOn video advertising survey. For more information, please see <a href="https://www.mtvspotti.fi/artikkelit/spoton-mittaus-tuottaa-tv-ja-videomainos-kampanjoille-yhteismitalliset-kontaktimaarat">https://www.mtvspotti.fi/artikkelit/spoton-mittaus-tuottaa-tv-ja-videomainos-kampanjoille-yhteismitalliset-kontaktimaarat</a>

#### Digital advertising viewing guarantee

MTV Oy grants a viewing guarantee for display-based campaigns.

Shortfalls of less than one thousand (1,000) viewings are not credited. Any greater shortfalls will be credited by extending the campaign, unless the customer specifically refuses, or in connection with subsequent campaigns, in which case the amount of the reimbursement will be calculated from the net total value of the shortfall. MTV Oy does not reimburse shortfalls in money.

Any shortfall in the viewing guarantee due to significant changes in the campaign requested by the customer are not credited. Any debt not credited shall be deemed to have expired six months after the end of the contract period.

The campaign's advertising views and watching MTV Video Premium advertisements until the end, the inscreen of display advertising and the reader guarantee of Premium native advertising are verified using MTV Oy's advertising management and analytics systems (FreeWheel MRM for video, Adform PPAS and MTV's analytics system for display, outstream and native advertising).

Programmatic purchase deals (deal-ID) are non-guaranteed deals, i.e. MTV Oy does not guarantee inventory availability. An exception to this are campaign-specific programmatic guaranteed deals, which are covered by a contact guarantee and are subject to the cancelation terms and conditions set out in the Terms of Sale. The currency used for programmatic buying is CPM.

# Broadcasting rights and liability

The Advertiser grants MTV Oy the right to use, publish and present the advertising material and the intellectual property rights included therein on MTV Oy's television channels and streaming service in such a way that MTV Oy can transmit the advertisements using any available transmission technology and to any recipient for the entire duration of the advertising campaign. MTV Oy has the right to transfer the aforementioned rights.

The advertiser is responsible for having all copyrights and other intellectual property rights to the advertising material necessary to achieve the purpose of this agreement. The advertiser is also responsible for ensuring that they have obtained the necessary permits and authorizations from the rightholders and has paid the aforementioned fees. The advertiser warrants that the presentation of the advertisements does not infringe the intellectual property or other rights of a third party.

If the advertiser also acquires advertising space from the Disney Group's television channels and/or streaming service through MTV Oy, the rights described in this section also cover the Disney Group.

MTV Oy reserves the right, without liability for compensation, to postpone the run times of advertisements or to interrupt the campaign if justified reasons so require. Generally, if a fixed advertisement run has to be relocated due to a possible programming change, the advertisement is run in a commercial break of the replacing program, while retaining the value of the ad run and the target group's contact assessment. After the premiere of the TV advertisement, MTV Oy has the right to use the material in presentation, training and research compilations, unless the advertiser prohibits this in writing.

#### Content of the advertisement

The advertiser is responsible for the content of the advertising. The advertiser is obliged to ensure that advertising complies with applicable laws, regulations, the international ground rules for advertising and the regulations of the Consumer Ombudsman and other authorities. In addition, the advertiser is obliged to ensure that the advertising complies with MTV's and/or Disney's valid advertising guidelines. Advertisements for medical products are inspected in advance by Pharma Industry Finland.

The advertiser is responsible for ensuring that advertising is in accordance with good practice and that its presentation does not harm the reputation or corporate image of MTV Oy or its group companies.

If the advertiser also acquires advertising space from the Disney Group's television channels and/or streaming service through MTV Oy, the rights described in this section also cover the Disney Group. If the advertiser purchases advertising space from Disney's streaming service, the advertiser separately undertakes to ensure that the advertising complies with Disney's currently valid advertising guidelines.

With regard to digital advertising, the advertiser is responsible for ensuring that any tracking technologies used in advertising comply with <u>mtvspotti.fi/mediatiedot/aineistot</u>, which are part of this agreement.

In programmatic purchasing, the advertiser is responsible for the content of the advertisement as well as technical requirements, such as the sound levels of video advertisements. MTV Oy has the right to reject advertisements that do not comply with MTV Oy's current material guidelines and rules.

In programmatic buying, the advertiser is responsible for ensuring that the advertiser's categorization is appropriate and corresponds to the advertiser's industry. MTV Oy does not accept materials from uncategorized advertisers. For more information on categorization, please contact programmatic@mtv.fi.

MTV Oy reserves the right to postpone the performance times of the advertisement, to interrupt the campaign or to reject an individual advertisement or campaign if the reasons related to the content of the advertisement or the performance rights described above so require. MTV Oy is not liable for any costs or consequences incurred by the advertiser if the content of the advertisement has not been in accordance with the description in these Terms of Sale or the advertiser has not taken care of its other obligations described in these Terms of Sale.

MTV specifies the technology suppliers (vendors) for whom MTV requests consent from the users of its services in the form of a consent banner. MTV is not obliged to carry out a new request for consent (re-consent) for new suppliers.

MTV is not responsible for the functionality of the technology solutions used by the advertiser in its online services and selects the technologies supported on its platforms on a case-by-case basis. These can be related to factors such as measurement, targeting or brand safety.

Detailed material instructions can be found on MTV Spotti: mtvspotti.fi/mediatiedot/aineistot

#### Advertiser's liability

If a third party makes claims or allegations to MTV Oy relating to the rights to perform the advertising material or the content of the advertising, the advertiser undertakes to defend MTV Oy at its own expense and to compensate MTV Oy in full for the aforementioned claims and the resulting damages and costs.

If the advertiser also acquires advertising space from the Disney Group's television channels and/or streaming service through MTV Oy, the rights described in this section also cover the Disney Group.

# Confirming the campaign

The campaign must be confirmed in writing or electronically (LIVE) by the final validity date stated in the offer; otherwise the booking will be canceled. The period of validity of the promotion is calculated from the working day following the booking; weekdays are counted as working days.

THE TIME OF FROM THE BOOKING TO THE START OF THE CAMPAIGN	QUOTE VALID FOR X WORKDAYS	
20 workdays or more	10	
10–19 workdays	5	
5–9 workdays	2	
4 workdays	1	
1–3 workdays	the day in question	

# Changes to campaigns

You can find more information about the changes to the campaign materials under "Campaign materials". Detailed material instructions can be found on MTV Spotti:

mtvspotti.fi/mediatiedot/aineistot

#### National MTV Total TV advertising

No changes can be made to campaigns that are subject to an offer or confirmed. If the length of the spot, the number of contacts, the campaign time or other elements of the campaign need to be changed, the campaign must be canceled and the advertising time re-booked. If the confirmed campaign is in progress, the campaign must be interrupted and a new booking must be made starting from the time of the change. Changes to an on-going campaign are considered significant, and MTV Oy is therefore not responsible for any shortfalls in the contact guarantee of the interrupted campaign.

New bookings can be made for confirmed campaigns within the campaign period or for the period after the campaign period, i.e. continue the confirmed campaign with additional bookings. Changes follow the schedules set out in the Terms of Sale.

#### Regional TV advertising and program-specific buying

Changes to campaigns that are subject to an offer or confirmed are subject to the following operational principles.

Changes to campaigns subject to an offer.

If there are any changes to a campaign subject to an offer, the campaign must be canceled and the advertising time re-booked.

#### Spot length changes for confirmed campaigns:

If the spot length is increased, all run lines of the confirmed campaign are updated, a status check is carried out for the campaign and the prices and estimates are updated according to the time in question. If the spot length is shortened, the prices of the confirmed campaign will be updated to the new length factor and no status check will be carried out. If the length is reduced, the original, confirmed budget must be retained.

#### Other changes to confirmed campaigns:

Additional ad runs can be purchased for confirmed campaigns if capacity allows. However, it is not possible to buy additional runs for sold-out time slots. In case of sold-out slots and other campaign change needs, please contact <u>video@mtv.fi</u>

#### **RBS program cooperation**

The lengths and layout of the media elements of the RBS program cooperation cannot be changed. If necessary, MTV has the right to use all starting and ending billboard placings as well as break bumpers for campaigns of both templates 1 and 2 in order to fulfill the campaign's contact guarantee.

#### **Digital advertising**

Changes to video campaigns follow the principles of channel-specific buying campaign changes.

For changes to other digital campaigns, please contact digitrafiikki@mtv.fi.

In the event of campaign changes, the stipulation "Cancelation of a confirmed campaign" of MTV Oy's Terms of Sale shall apply when the net value of the confirmed campaign decreases or it is canceled completely.

# **Campaign materials**

One or more different sets of material may be used in a TV campaign. In digital advertising, the customer can submit a maximum of five (5) different materials for a single product. For a RBS program cooperation campaign, a maximum of four (4) sets of materials can be submitted. MTV Oy takes into account the customer's wishes for the mutual weighting of the materials, but no time or contact/viewing guarantee is granted for them.

The material instructions for TV and digital campaigns may be changed in accordance with the schedule in the Terms of Sale, provided that the original spot length of the campaign remains unchanged. The material can be exchanged once during the campaign, but not in the middle of a calendar week in the case of RBS program cooperation.

If the materials are not delivered in accordance with the schedules and instructions specified in the materials instructions, MTV Oy is not liable for compensation for the delay in the start of the campaign.

Detailed material instructions and delivery schedules can be found on MTV Spotti: mtvspotti.fi/mediatiedot/aineistot

# Data protection and processing of personal data

The Customer warrants that it will comply with the data protection legislation in force at any given time, such as the European Union's General Data Protection Regulation (2016/679) and the Data Protection Act (December 5, 2018/1050), as well as other applicable legislation. The Customer undertakes to comply with the data protection appendix of MTV Oy's Terms of Sale of online services as part of these Terms of Sale. The data protection appendix can be found at mtvspotti.fi/mediatiedot/myyntiehdot/.

# 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.

#### 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.

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 %	

# 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 LIVEbooking 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

# 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.

# 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.

# Compensation for independent order

MTV Oy grants the Client compensation for television and digital advertising campaigns planned in accordance with these Terms of Sale and good trade practice, the booking and confirmation of which, as well as the delivery of advertisement spots and driving instructions, are carried out by the customer in accordance with the agreed operating methods, schedules and processes using its own workforce, working hours and tools.

The compensation is based on the customer's working hours and the development and use of its own tools and technologies. The Supplier shall confirm the amount of the customer's compensation on a quarterly basis. The criteria and terms of compensation may change during 2025. More detailed information is available from MTV Oy's Media Planning at <u>video@MTV.fi</u>.

## Calculation of discount

- Gross price of 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