

# Sanoma's General Conditions of Sale

These conditions of sale apply when an advertiser, media agency, advertising agency or other advertising service provider (hereinafter the "Advertiser") buys advertising space and/or airtime from Sanoma Media Finland Oy or its subsidiary (hereinafter "Sanoma") to appear in publications, TV and radio channels, website or mobile pages, applications or newsletters (hereinafter "Advertising platforms") sold by Sanoma.

These conditions are applied when the Advertiser purchases advertising time and/or airtime on Sanoma's own Advertising platforms and additionally when the Advertiser purchases advertising time and/or airtime on Advertising platforms of other separately mentioned media companies.

When purchasing advertising space and/or airtime (including when providing advertising content), the Advertiser agrees to comply with these conditions of sale as well as with any special terms and conditions agreed upon by the parties in each individual case.

## 1. Sale of advertising

When booking advertising space and airtime, the Advertiser must specify the advertiser and the advertised product or service and comply with the schedules and technical specifications provided in the Sanoma advertising guidelines when submitting the campaign's advertising material. The valid advertising guidelines and advertisement formats are available at [www.media.sanoma.fi](http://www.media.sanoma.fi).

The Advertiser who has purchased advertising space and/or airtime may not sell it to a third party. When a campaign is purchased as part of a display or instream package, Sanoma does not guarantee visibility on all of the Advertising platforms included in the package.

## 2. Campaign definition and contact guarantee

### Campaign

Regarding television and radio, a campaign means a booking of several advertisements placed and confirmed at once which advertises the same product or service. Separate campaigns by one Advertiser will be regarded as a single campaign if the time period between campaigns is seven (7) days or less, and if the same advertisement(s) and/or buying target group is used.

### Contact guarantee and ad impression guarantee

Sanoma grants a contact guarantee for TV campaigns. This means that Sanoma guarantees to deliver the agreed number of contacts in the campaign's buying target group confirmed by the Advertiser (hereinafter "Contact guarantee"). If necessary, advertisements will be aired free of charge during the agreed campaign period in order to reach the number of contacts confirmed by the Advertiser. Applicable terms of Contact guarantee and granting it can be found at [www.media.sanoma.fi](http://www.media.sanoma.fi).

The possible shortfall of Contact guarantee will be compensated with the Advertiser's consent by continuing the campaign or in connection with the Advertiser's next campaign. The compensations for a failure to achieve the guaranteed number of contacts are not monetary. The contact guarantee is verified from the final figures of the TV Audience Measurement supplied by Finnpanel Ltd.

Sanoma gives an ad impression guarantee for minimum views for cost-per-view display and instream campaigns. If the purchased number of views of the advertisement is not completed during the campaign period, the campaign will be prolonged until the agreed minimum number of views has been completed. Sanoma has the right to continue the campaign until the agreed number of views of the advertisement has been completed. Upon separate agreement, any remaining views of the advertisement can be compensated for in connection with the next campaign. If the number of views falls short of the target number of views by no more than five (5) per cent, no compensation will be given for the number of views. The number of views and clicks is monitored through the advertising management system employed by Sanoma.

### 3. Prices and portfolio

Sanoma reserves the right to amend the published rates. Rate increases will also apply to advertisement bookings made previously by the Advertiser and unconfirmed offers made by Sanoma, unless Sanoma has made the Advertiser explicitly a binding offer that supersedes the published rates.

In the event of a rate increase, the Advertiser has the right to completely or partially cancel or shorten the advertisement booking within six (6) days as of the date on which the Advertiser is notified in writing of the rate increase.

Rate increases attributable to legislation or the actions of the authorities also apply to all prices and bookings already made and to open bids. If the broadcasting time of a television advertisement has had to be transferred to a time other than the one reserved due to a reason independent of Sanoma and if the Advertiser has approved the transfer, the Advertiser will be charged according to the new broadcasting time.

In case of portfolio changes Sanoma reserves the right to move advertising to portfolio sold by Sanoma.

### 4. Discounts

#### General terms and conditions for discounts

Sanoma issues discounts on various grounds. An agreement that entitles the Advertiser to a discount must be made before the beginning of the campaign included in the agreement.

#### Non-profit advertising

Sanoma grants a 35% discount for non-profit advertising. In addition, direct customer discount or advertising and media agency discount applies.

Non-profit advertising discount:

- Influences the quality of life and well-being of citizens
- Influences attitudes and values
- Does not aim at achieving financial benefits
- Provides encouragement or information, warns of risks or helps people take initiative

Non-profit advertising may not include sponsored logos. The discount does not apply to business, recruitment or property advertising or other administrative advertising by non-profit entities.

Non-profit advertising discount is not granted for performance based (CPC) or programmatic advertising.

#### Direct customer discount

In the event that an Advertiser buying directly from Sanoma meets the operational and quality criteria detailed in these conditions, Sanoma grants the Advertiser a direct customer discount in proportion to the total invoicing as specified in the table below:

Customer's total invoicing (EUR)			Customer's net reimbursement, %
<b>3 months</b>	<b>6 months</b>	<b>12 months</b>	
8,750	17,500	35,000	6
16,250	32,500	65,000	7
33,750	67,500	135,000	8
46,250	92,500	185,000	9
58,750	117,500	235,000	10
71,250	142,500	285,000	11
85,000	170,000	340,000	12

The basic level of the Advertiser's total invoicing entitling the Advertiser to the discount is calculated from the net prices of advertisements. The net price refers to the price from which all possible discounts have been deducted. Direct customer discount is not granted for performance based (CPC) or programmatic advertising.

#### Advertising and media agency discount

An agency discount on the campaign price is granted to the advertising and media agencies separately approved by Sanoma. Sanoma requires that the agency taking the benefit of an agency discount abides by these terms and conditions, observes the booking and payment schedules and transmission guidelines, takes the full default risk (del credere) for the advertisements it supplies. Agencies given advertising agency discount shall take care of their client's TV campaign planning, bookings and monitoring via X4 Extranet and in these utilize research services produced for professional media buyers.

Total invoicing of advertising or media agency (EUR)			Net reimbursement, %
3 months	6 months	12 months	
8,750	17,500	35,000	9
16,250	32,500	65,000	10
33,750	67,500	135,000	11
46,250	92,500	185,000	12
58,750	117,500	235,000	13
71,250	142,500	285,000	14
85,000	170,000	340,000	15

The basic level of the Advertiser's total invoicing entitling the Advertiser to the discount is calculated from the net prices of advertisements. The net price refers to the price from which all possible discounts have been deducted. Advertising and media agency discount is not granted for performance based (CPC) or programmatic advertising.

#### Operational and quality criteria for entitlement to a direct customer discount or advertising and media agency discount

1. Delivery of orders and responsibility for process management
  - Orders are submitted digitally, according to a specified interface (EDI, OVT or a www route).
  - In terms of information content, as specified, and according to the agreed schedule
2. Delivery of materials: process management and control
  - The materials are delivered according to the specified technical instructions and the agreed schedule.
  - The materials must be accompanied with unique identifiers with which the material's linking to the advertisement order can be automated.
3. Media planning cooperation
  - Maintenance of Sanoma's media information within its own organization and information about future changes and special offers.
  - The Advertiser has at its disposal research that supports the reliability and professional nature of media planning (NRS) and the relevant programs necessary for their use, or the Advertiser is in some other way able to demonstrate its professional skills and resources adequate for the operations.

#### Self-service reimbursement with regard to television advertising

The self-service reimbursement is granted for television advertisement campaigns planned according to these conditions of sale and fair trading practices of the industry, whose booking, confirmation and transmission instructions and spot deliveries the Advertiser carries out in accordance with the agreed operating methods and schedules. The reimbursement is calculated from the net volume of the ordering

party's campaigns that entitle the party to the reimbursement. The amount of the self-service reimbursement is 0.8% of the aforementioned net volume.

The self-service criteria or the terms for self-service reimbursement may change during 2019. For more information on this operating model, contact the TV and radio planning of Sanoma.

**5. Campaign confirmation**

Sanoma makes a campaign offer to the Advertiser on a TV, radio, display and instream campaign based on the Advertiser's booking. The Advertiser must confirm the offer according to these terms.

Television and radio

A TV campaign offer's period of validity is determined according to the table below:

Time from booking date to the start of the TV campaign	Offer valid as of the booking date
28 days or longer	2 weeks
14-27 days	1 week
8-13 days	3 days
6-7 days	1 day
3-5 days	Offer must be confirmed the same day as booking

A radio campaign offer's period of validity is determined as follows:

Time from booking date to the start of the radio campaign	Offer valid as of the booking date
28 days or longer	2 weeks
14-27 days	1 week
7-13 days	3 days
5-6 days	1 day
2-4 days	Offer must be confirmed the same day as booking

The periods of validity are counted according to original booking date; even if the offer undergoes changes, the confirmation date will not change. Sanoma reserves the right to shorten the normal confirmation schedules during public holidays or peak advertising demand periods.

The campaign must be confirmed digitally (OVT, X4 Extranet) no later than by 11:00 p.m. on the final date of validity mentioned in the offer. If the Advertiser needs assistance with the confirmation, it should contact Sanoma TV and radio planning by 3:00 p.m. Please note! If there are less than five (5) days to the intended start date of a radio campaign, the campaign must be confirmed by 11:00 a.m. If the confirmation on a radio campaign is received after 11:00 a.m., the campaign's start date is postponed by one day.

If Sanoma receives confirmation on a television campaign no later than 50 days prior to the campaign's first broadcast and the conditions of contact guarantee stated in section 2 are being met, the Advertiser gains 5% more contacts in the campaign's contact guarantee. The campaign may be changed normally in accordance with these conditions of sale, but nonetheless in such a way that if there are less than 50 days to the campaign's start, the 5% in additional contacts is not granted.

Display and instream

The campaign offer is valid for 14 days or until there are five (5) days to the campaign start, after which the inventory is released automatically if a reservation has not been confirmed. If the reservation is made less than five (5) days prior to the campaign start, no preliminary reservation is accepted but the reservation is made automatically as confirmed.

### News media and magazines media

When booking fixed ad positions (including HS multichannel front page), the Advertiser commits to purchasing the booked advertisement place i.e. the booking is confirmed automatically. Other bookings must be made by the end of the booking period. Applicable timetables of booking periods for news media and magazines media are found at [www.media.sanoma.fi](http://www.media.sanoma.fi).

## **6. Changes to campaigns**

Unless otherwise agreed, the Advertiser may not change or modify booked campaigns nor have any influence on the editorial context in which the advertisement will appear. However, television and radio campaigns can be modified as follows:

### Television

#### *Package buying*

With TV Total package it is possible to change the budget and add specific programs with program-specific buying or fixed target group buying to a campaign offer. If any other amendments, e.g. the change of spot length, need to be made, the airtime must be reserved again.

In a case of a confirmed TV Total campaign, it is possible to buy additional airtime as long as it is being made prior to the campaign's start date. The new booking is automatically confirmed. If any other changes need to be made to a confirmed campaign, the airtime must be reserved again. The original confirmed budget must not be affected.

#### *Channel buying*

If additional airtime is purchased and the existing campaign offer is not otherwise amended, the campaign offer will not be updated. If the spot length is extended, the campaign offer will be updated (estimates, rates and airtime availability check). If the spot length is shortened, airtime availability check will not be performed for the campaign, but the rates will be updated in accordance with spot-length factors.

If additional airtime is purchased for a confirmed campaign, but no other amendments are made, the campaign will not be updated. If the spot length needs to be changed, the original, confirmed budget must not be affected. If the spot length is extended, the confirmed campaign will be updated (estimates, rates and airtime availability check). If the spot length is shortened, the confirmed campaign will not undergo airtime availability check, but the rates will be updated in accordance with spot-length factors. If additional airtime is not possible to purchase during sold out times, the original campaign budget shall be invoiced from the Advertiser.

### Radio

#### *Radio Velho*

With Radio Velho package, it is possible to change the budget of a campaign offer. In a case of a confirmed Radio Velho campaign, it is possible to buy additional airtime as long as it is being made prior to the campaign's start date. The new booking is automatically confirmed. In a case of any other amendments, the campaign must be re-booked with the latest available NRS data and rates. The confirmed budget must remain the same.

#### *Audioplanner*

If any amendments need to be made whether the campaign is still an offer or confirmed, the airtime must be reserved again. The latest available NRS data and rates must be used. In a case of a confirmed campaign, the original confirmed budget must not be affected. If the spot length is shortened, more airtime may be purchased to meet the original budget. If additional airtime is not possible to purchase during sold out times, the original campaign budget shall be invoiced from the Advertiser.

## 7. Cancellation terms

### Sanoma

Sanoma reserves the right to reschedule or cancel a campaign, use of advertising space, the display of an advertisement, airtime or the time reservation without having to pay compensation in special circumstances. Sanoma shall notify the Advertiser of such circumstances without delay and make every effort to allocate corresponding airtime or displays as a replacement to the rescheduled or cancelled airtime or displays.

### Advertiser

In the event that the Advertiser is forced to cancel or postpone an advertising campaign or part thereof that has already been confirmed, the Advertiser is subject to the following cancellation terms:

#### News media

- *HS multichannel front page (print + digital channels):* Cancellations are to be made 14 days prior to publication. After this, cancellations are subject to a charge equal to 50% of the advertisement's net price. An advertisement cancelled less than two (2) days before the publication is subject to a charge equal to the advertisement's net price.
- *Other fixed ad positions, IS extended print runs and special editions:* Cancellations are to be made 14 days prior to publication. After this, cancellations are subject to a charge equal to 50% of the advertisement's net price. An advertisement cancelled after the final booking date is subject to a charge equal to the advertisement's net price.
- *Other bookings:* Cancellations are to be made prior to the final booking date. After this, cancellations are subject to a charge equal to the advertisement's net price.

#### Magazines media

- *Fixed ad positions:* Cancellations are to be made 14 days before magazine's booking date. After this, cancellations are subject to a charge equal to 50% of the advertisement's net price. An advertisement cancelled after the final booking date is subject to a charge equal to the advertisement's net price.
- *Other bookings:* Cancellations are to be made prior to the final booking date. After this, cancellations are subject to a charge equal to the advertisement's net price.

#### Inserts

- Cancellations are to be made 31 days prior to the publication date. However, inserts to the HS Kuukausiliite supplement must be cancelled four (4) months prior to the publication date. After this, the cancellation is subject to a charge equal to 50% of the net price for distribution. Inserts cancelled after the material deadline are subject to a charge equal to the net price for distribution.

#### Display and instream

- If the campaign is cancelled more than ten (10) days before the intended start date, the cancellation is not subject to a charge.
- If the campaign is cancelled 6–10 days before the intended start date, the cancellation is subject to a charge equal to 25% of the campaign's net price.
- If the campaign is cancelled 4–5 days before the intended start date, the cancellation is subject to a charge equal to 50% of the campaign's net price.
- Campaigns cancelled three (3) days or less before the intended start date are subject to a 100% charge of the campaigns' net price.

Television

- If the campaign is cancelled more than 30 days prior to the intended start of the campaign, the cancellation is subject to a charge equal to 25% of the campaign's net price.
- If the campaign is cancelled 15–30 days prior to the intended start date, the cancellation is subject to a charge equal to 50% of the campaign's net price.
- Campaigns cancelled 14 days or less before the start date are subject to a 100% charge of the campaigns' net price.

Radio

- If the campaign is cancelled more than seven (7) days prior to the intended start date, the cancellation is subject to a charge equal to 25% of the campaign's net price.
- Campaigns cancelled seven (7) days or less prior to the start date are subject to a 100% charge of the campaigns' net price.

Programme sponsorship and promotions

- If the campaign/promotion is cancelled 31 days in advance or earlier, Sanoma charges 50% of the price for the collaboration. If the cancellation is made 30 days or less prior to the start of the campaign, Sanoma charges 100% of the price for the collaboration.

Cancellation fees for television, radio and programme sponsorship are calculated according to the first broadcast of the campaign/collaboration. A single campaign employs only one cancellation fee percentage.

**8. Invoicing and terms of payment**

Campaigns are invoiced immediately after the publishing or broadcasting of the advertisement on Tuesday and/or Thursday or on the first weekday of the month. TV and radio campaigns are invoiced in weekly periods (Monday–Sunday), in accordance with the advertisement's actual broadcasting time so that the minimum charge is equal to price of the confirmed booking. An invoicing surcharge pursuant to the currently valid price list and the currently valid value added tax will be added to the invoice. The interest for late payment is 10%. Any notices concerning erroneous invoices must be made within eight (8) days of the date of the invoice.

The terms of payment applicable to various media are specified in the table below:

Media	Companies	Advertising and media agencies	Consumers
News media, magazines media, display, instream	14 days net	14 days -1%, 30 days net	14 days net
TV, radio	14 days net	14 days -1%, 30 days net	

If a television or radio campaign is invoiced in advance, the term of payment is seven (7) days net. The term of payment applicable to advertising and media agencies that have made an operational and quality cooperation agreement and meet the creditworthiness criteria (IYN or a security to Sanoma) is 14 days -1%, 30 days net.

**9. Security**

Sanoma agrees on the arrangements for security and terms of payment with the Advertiser, making use of Sanoma's accounts ledger and the credit information registers maintained by credit reference companies. Should the Advertiser's creditworthiness fail to meet the level expected by Sanoma, Sanoma may require the Advertiser to deposit a security.

If the Advertiser defaults on its payment obligations, Sanoma has the right, without a further hearing of the Advertiser or a ruling or decision given by a court of law, to take the action necessary to secure its position as the pledgee and liquidate the security as it best deems fit as payment for its overdue receivables.

## 10. Responsibility for advertising content and advertising material

The Advertiser is responsible for ensuring that the advertisement commissioned by the Advertiser and delivered to Sanoma for publication is not contrary to currently valid laws, official or self-regulatory rules or any instructions provided by Sanoma in writing (such as the publication rules of Helsingin Sanomat, available in Finnish at [Helsingin Sanomien julkaisusäännöt or these conditions](#)). Sanoma has the right to refuse to publish an advertisement without having to pay compensation if the advertisement, in Sanoma's view, does not comply with the requirements specified above.

The Advertiser is also responsible for obtaining all necessary authorizations and/or permission for the use of the material and for ensuring that the advertisement can be published or used otherwise without infringing the copyright, patent, trademark or other intellectual or other rights of any other party. The Advertiser is responsible for covering all costs arising from obtaining and using the aforementioned rights (including fees payable to the Finnish Composers' Copyright Society Teosto). The Advertiser is liable for all damages or other claims to a third party resulting from an infringement of or failure to obtain copyright, patent and other intellectual and other rights (such as rights relating to a person or private life). Sanoma does not assume responsibility for any loss or damage arising to the Advertiser or a third party out of a failure to comply with the aforementioned terms and conditions. The Advertiser is liable for these losses or damages.

The advertisements must be produced with consideration and good taste. The advertisements must be of the kind that they do not generate antipathy towards advertising. The advertisements should not contain or use any phrases or sayings the objective of which is to, or which may, disparage competitors, competing products or any other branch of the economy, professions or associations. The content of advertisements aimed at children must be considered carefully and take into account that it appeals to children as the product's users or sets an example for them. Advertisements concerning pharmaceutical products must always be submitted for the preliminary inspection of the Supervisory Commission for the Marketing of Medicinal Products c/o Pharma Industry Finland (PIF).

### Special responsibilities with regard to television and radio advertising

Products and services that may not be advertised:

- Spirits/hard liquor (more than 22% ABV)
- Tobacco products
- Pharmaceuticals or pharmaceutical treatments available only by prescription

Products and services the advertising of which is restricted:

- Products forbidden from those under 16 years of age may be advertised after 9:00 p.m.
- Alcoholic beverages with low alcohol content may be advertised after 10:00 p.m.
- Products forbidden from those under 18 years of age may be advertised after 11:00 p.m.

The advertisements must be clearly distinguishable from the actual programming both technically and in terms of their content and presentation method. The advertising material must meet the technical requirements set by Sanoma/Spotgate. Sanoma is entitled to refuse to broadcast or publish the advertisement without a liability for damages if the advertisement does not comply with the aforementioned requirements. Sanoma's radio channels do not broadcast advertisements which use or imitate the voices of the channels' hosts. In terms of advertisements that require a statutory informative section, Sanoma grants a maximum of 15 seconds of time for the informative section free of charge. The actual advertising spot must be longer than the free part. The informative section must be clearly placed at the end of the advertisement and it is not broadcast as a separate advertising spot. The advertisement material is submitted to Sanoma at the Advertiser's risk.

### Preliminary inspection of advertisement materials

The Advertiser may submit the advertisement to Sanoma for preliminary inspection. The Advertiser is responsible for submitting the material for preliminary inspection at least seven (7) days before the deadline for material delivery.



In such preliminary inspection, the advertisement is approved or rejected in accordance with the applicable regulation of that time. The advertisement's appearance may be suspended or forbidden at a later date, provided that the contents of the advertisement no longer complies with the general principles or if the authorities so demand. The preliminary inspection does not limit the Advertiser's liability for the advertisement's content.

Should the advertisement material or a part thereof not be approved for publishing or broadcasting, the Advertiser will be informed of such immediately. In such cases, the Advertiser must deliver the new or edited material to Sanoma within two (2) days of Sanoma's notification or no later than by the deadline for material delivery. Should it fail to do so, or if the material fails to meet the requirements concerning the contents of advertisements, Sanoma has the right not to publish or broadcast the advertisement at all.

In this case, the Advertiser is nevertheless obligated to pay the agreed rate for the entire advertising space or airtime it has booked and is not entitled to claim compensation for the shortening or modification of the advertising space or airtime or the failure to publish or broadcast it altogether, provided that the shortening, modification or failure is a result of the aforementioned reason.

## **11. Late submission**

### News media and magazines media

If an advertisement is submitted after the deadline, its publication cannot be guaranteed. Material submitted after the deadline is subject to a fee of EUR 200 per material set. If the material is not submitted at all, the advertisement's net price will be invoiced.

### Display and instream

If the campaign material is delivered late, the campaign displays will be decreased accordingly in proportion to the length of the campaign (invoicing nevertheless 100%).

### TV and radio

Advertisements or transmission instructions submitted after the deadline are subject to an express delivery fee of EUR 250 for each day of lateness per late advertisement. The exceptional schedules applicable to public holidays will be announced separately.

## **12. Liability for broadcasting errors**

In the event that transmission instructions have not been received, arrive late or are unclear or incorrect, Sanoma is not responsible for any possible broadcasting error. In the event of a broadcasting error attributable to Sanoma, the form and amount of compensation will be agreed upon separately with Sanoma. The maximum compensation is equal to a corresponding amount of airtime or a disregard of the invoice concerning the erroneously broadcast advertisement. Any complaints concerning a broadcast must be made in writing within five (5) days of the advertisement's broadcast or intended date of broadcast.

Sanoma reserves the right to broadcast emergency warnings over the radio in accordance with currently valid legislation. If an emergency warning coincides with a commercial break and the advertisement is not broadcast as a result, Sanoma is not liable to compensate for such failure.

## **13. Right to use advertising material**

Unless otherwise indicated in writing by the Advertiser to Sanoma no later than when it submits its advertising material to Sanoma, Sanoma has the right to transfer the advertisement, following its initial publication or broadcast, to a hard drive or some other storage platform and use it in presentation, training and research compendiums and on its own internet and extranet pages. Sanoma does not have the right to use the advertisement for commercial purposes in other media. For clarity it is stated that Sanoma has always the right to use the advertising material as part of the media content in which the advertising material has been published or displayed (i.e. archive use).

#### **14. Force majeure**

Advertisements will be displayed except for reasons of force majeure, which means that Sanoma is not liable to indemnify the Advertiser for any unforeseeable events such as strikes, technical disruptions, delays by subcontractors or some other similar contingency beyond Sanoma's control and not arising from any action taken by Sanoma.

#### **15. Data protection and the targeting of display and instream campaigns**

The Advertiser shall undertake to comply with the General Data Protection Regulation (GDPR), the Information Society Code and other applicable legislation in force regarding the advertisement, the target page where the advertisement is placed and the technologies applied for targeting the advertisement. In processing Personal Data, the Advertiser shall comply with *Sanoma's Data Protection Appendix for Processing Data as part of Advertising and Related Services* (appendix to these General Conditions of Sale).

#### **16. Competitors' advertising**

The target media may simultaneously feature campaigns from the Advertiser and the Advertiser's competitors. Owing to client confidentiality and the limited amount of available advertising space, Sanoma may not disclose advance information on competitors' campaigns. Should overlapping campaigns occur, they are not compensated for in any way.

#### **17. Disclosure of campaign data**

If Sanoma has handed over a summary of the campaign for the Advertiser's use after the campaign, the Advertiser may confidentially disclose it to the use of a third party in order to develop the Advertiser's own business operations. This campaign data contained in the summary may not be copied, saved to a databank maintained by a third party or otherwise used for commercial purposes.

For clarity's sake, it is stated that Sanoma has the ownership of data collected from the users of and subscribers of its Advertising platforms and all other personal data or other information relating to the use of these Advertising platforms.

#### **18. Damages and limitation of liability**

The parties are not liable to indemnify each other for indirect loss or damage. Sanoma's liability for direct loss or damage is limited to the price of the purchased campaign. The aforementioned limitations of liability shall not be applied if the loss or damage arises from wilful or gross negligence or a breach of section 10 and 15 of these conditions of sale.

#### **19. Validity and termination of Agreement**

The Agreement concerning a campaign will enter into force once the Advertiser has confirmed the offer made by Sanoma in writing or once Sanoma has confirmed, in writing (e.g. via e-mail), that it approves the order/booking placed by the Advertiser. The Agreement concerning a campaign is valid until the end of the campaign period agreed on by the parties, unless otherwise specified in section 1 of these conditions of sale or some other special provisions agreed upon by the parties.

Either party may terminate the Agreement with immediate effect if the performance of the other party fails to accord with the Agreement and the failure, despite a written notification, is not remedied within fourteen (14) days of the arrival of said notification, or if the other party is declared bankrupt, placed in liquidation or otherwise encounters serious financial or business difficulties due to which it is unable to meet its contractual obligations and does not provide sufficient security for the performance of its obligations. If the Advertiser fails to comply with terms and conditions of section 15, Sanoma reserves the right to discontinue the Advertiser's campaign with immediate effect and terminate all the Agreements between the Advertiser and Sanoma without having to pay compensation.

Terms and conditions which, by virtue of their significance or context, are meant to remain in force despite the Agreement's termination will remain in force after the termination or rescission of the Agreement.

## **20. Confidentiality**

The parties agree to protect the secrecy of any such information they obtain from one another and any information concerning the other party or the operations of the other party that are marked as "Confidential" or are to be understood as confidential and not to disclose or hand such information over to third parties or use it for any purpose other than contractual purposes. The confidentiality obligation shall also remain in effect once the Agreement has ended for as long as the information is confidential and does enter the public domain by way of the publication measures of the party to which it pertains.

## **21. Subcontractors**

The Advertiser is responsible for the systems it employs and for the actions of its subcontractors in the same way as for its own. The Advertiser must ensure that its subcontractors are aware of the conditions of the Agreement between Sanoma and the Advertiser (including these conditions of sale) and comply with them.

## **22. Transfer of Agreement and advertising space**

Sanoma has the right to assign the Agreement and the rights and obligations deriving from it to another company within Sanoma Group and, upon the sale of business operations or some other restructuring activity, to the company to which the business operations relating to the Agreement are transferred. The Advertiser does not have the right to assign the Agreement or the advertising space it has reserved to a third party without the prior written consent of Sanoma.

## **23. Disputes**

Disputes between Sanoma and the Advertiser that cannot be resolved through negotiations shall be settled in the District Court of Helsinki.

Sanoma reserves the right to amend these conditions of sale, such amended conditions of sale will become applicable as from their publication.

**SANOMA DATA PROTECTION APPENDIX FOR PROCESSING DATA AS PART OF ADVERTISING AND RELATED SERVICES****AGREEMENT**

These appendix (referred to as "DPA") applies to all agreements and/or campaigns where the advertiser, advertising or media agency, or other advertising network provider, supplier or a third party acting on their behalf (referred to as the "Partner") uses the advertisement space of web and mobile services (incl. web and mobile sites and applications), provided by Sanoma Media Finland Ltd or its affiliates (referred to as "Sanoma" or "Sanoma Network").

The DPA clarifies the roles and responsibilities of Sanoma and the Partner with regards to Sanoma data or Partner data that is processed while advertising in Sanoma's Network.

**Purpose & highlights**

- Sanoma is committed to protecting our visitor's privacy and complying with privacy regulation including the EU General Data Protection Regulation (GDPR). The GDPR requires that all personal data processing between different parties is covered by data processing agreements. This document clarifies the roles and responsibilities regarding data processing when advertising in Sanoma's Network or using related services, such as the use of Sanoma Data for advertising in other networks.
- Personal Data is typically processed in connection to serving and measuring display advertising. Also other data than Personal Data may be processed. In this DPA data is categorized based on its origin. Data processed during advertising in Sanoma's Network is either Sanoma Data or Partner Data. Both Sanoma Data and Partner Data may include Personal Data. It is also possible to use third party data while advertising. The party using the third party data is responsible for the compliance and agreements governing said data.
- Personal Data is processed in online advertising. Sanoma considers data collected through cookies and mobile IDs as Personal Data in particular when that data is used to collect a profile about or target advertising to Data Subjects. Also other IDs may be used in online advertising, for example, IDs generated based on email address or phone number.
- Data originating from Sanoma's Network and/or about Data Subjects who are Sanoma's customers, including site visitors, can be used only for the purpose of serving and measuring the advertising. It is not allowed to use Sanoma Data for any other purpose unless otherwise agreed.
- When Sanoma is acting as Processor of Partner Data, Sanoma will process the data according to the same principles as required from the Partner when Partner is processing data on behalf of Sanoma. These requirements are assigned for "Processor".
- The Processor shall be responsible for all data processing done in its systems or technologies and by its subcontractors.
- To make this document more readable we have moved legalese to the end. See section 6 for the applicable Laws and definitions.

**1. What are the roles of the parties?**Controller:

- Sanoma is the Controller of Personal Data for all data originating from Sanoma's Network as well as for the data Sanoma provides for targeting of advertisements e.g. segments.
- Partner is the Controller of Personal Data that is collected outside Sanoma's Network and is in the control of Partner. For the sake of clarity, the Partner is presumed to be the Controller or to be acting on behalf of the Controller of Partner Data it uses to target advertisements in Sanoma's Network.

Processor:

- Partner is the Processor of Sanoma Data when it processes data from Sanoma's Network for serving or measuring the effectiveness of advertisements. Data processed by Partner includes data collected from Sanoma's Network with cookies and similar technologies for measuring the effectiveness of advertisement originating from Sanoma's Network and/or provided by Sanoma for the purpose of serving advertising (including but not limited to segments or other targeting or data products Sanoma offers).
- Sanoma is the Processor of Partner Data, when processing data about Data Subjects visiting Partner web and mobile services for the purpose of re-targeting advertisements for those visitors on Sanoma's Network or when creating new segments for the Partner by comparing data about users of Partner's web and mobile services with Sanoma Data. In these situations, Partner shall notify

and/or obtain consent from Data Subjects according to the Laws. When Sanoma is acting as Processor of Personal Data, Sanoma does not process data for its independent purposes and Sanoma shall act according to Partner's reasonable instructions. For the sake of clarity, when Partner Data is processed while serving or measuring advertisements Sanoma will not use Partner Data for any other purpose than to enable the advertising in connection with Sanoma advertising services. If Sanoma has access to such Partner Data, Sanoma is a Processor of Personal Data.

## 2. Description of processing activities

- Serving and measuring advertisements: Partner may use cookies or other similar identification techniques in Sanoma's online and mobile services solely to serve advertising, and measure the impressions, reach and conversion rate of its campaign.
- Data used for targeting: Sanoma Data concerning Sanoma's online and mobile services and their visitors (Data Subjects) or impressions may be used only for targeting or re-targeting of advertisements within Sanoma's Network. Sanoma Data may be used for targeting of advertising outside of Sanoma's Network only when Sanoma has enabled such use of data to the Partner in a Data Platform.
- Using Sanoma Data in programmatic buying: Sanoma Data concerning Sanoma's online and mobile services or their visitors or the offered ad impressions may be used solely a) to give a quotation for the said impressions or b) to build campaign net rating point and global frequency based on the Partner Data.
- Disclosing and/or combining Sanoma Data: Sanoma Data may not be disclosed to third parties for their own independent purposes or combined with Personal Data for purposes that single out users.
- Sanoma's consent: Any exceptions to the above-mentioned processing require written consent from Sanoma and a valid legal base for processing (such as Data Subject consent).

## 3. Can Partners use subcontractors or transfer data outside EU/EEA?

- Subcontractors: The Processor shall be responsible for its systems, technologies and subcontractors as if they were part of its own operations. At request, the Processor must give a list of its subcontractors to the Controller. Controller may object to the use of a subcontractor, in which case the Processor has the right to terminate the agreement in case that it is not possible to change the subcontractor.
- Data transfers: The Processor shall not (and shall procure that its subcontractors shall not) transfer or process Personal Data in a non-EEA country without agreeing on it beforehand in writing with the other party of this DPA. Notwithstanding the foregoing, Processor may transfer Personal Data if the statutory requirements regarding the processing of Personal Data outside the EU/EEA countries are complied with, and if it has notified the transfer to the Controller, including the location where data will be transferred and the name of the subcontractor. Notifications shall be made to cert (a) sanoma.com. Data transfers implemented by Sanoma and their legal basis are listed in Appendix 1. Sanoma notifies the Controller of possible new transfers by updating Appendix 1. If required by the Laws, the Processor shall (and shall procure that any subcontractors shall) enter into the appropriate Model Clauses and, where necessary, implement additional safeguards to supplement the Model Clauses in accordance with guidance provided by Supervisory Authorities under the Laws. Controller grants the Processor a power of attorney to execute the Model Clauses for data transfers, with those subcontractors that the processor has notified to the Controller in accordance with this provision. The Processor shall, without undue delay, inform the Controller of the Processor's inability to comply with the Model Clauses. In such case, the Controller shall have the right to suspend the transfer of Personal Data to a non-EEA country.
- Documentation: On the written request of the Controller, the Processor shall present a list of subcontractors and data transfers and their legal basis to the Controller.

## 4. Other requirements for processing of Personal Data

- Self-regulation: Sanoma and the Partner shall agree to comply with the European Framework for Online Behavioral Advertising of the Interactive Advertising Bureau (IAB) or other corresponding self-regulatory principles valid at the time and to perform the necessary technical and other measures to fulfil the principles.
- Data deletion: Processor may not process Controller's Personal Data for longer than is necessary for serving and measuring advertisements or campaigns or providing related services. All data shall be deleted at the latest one year after collection.
- Confidentiality: Processor shall ensure that persons authorized to process the Personal Data have committed themselves to confidentiality and are aware of the requirements and restrictions that the DPA imposes.

- **Information Security:** Processor shall implement and maintain at all times appropriate organizational, operational, managerial, physical and technical measures to protect the Personal Data and other data against accidental, unauthorized or unlawful destruction, loss, alteration, disclosure or access so that all processing is in compliance with Laws.
- **Personal Data Breach:** In the event of a Personal Data Breach (as defined in the Laws), the Processor will provide Controller with a written notice immediately upon becoming aware of it. Processor shall work together with Controller to quickly resolve the issue, and prevent further losses. Notification should be made via email to: cert@sanoma.com.
- **Data Subject rights and data protection impact assessments:** To the extent necessary taking into consideration the nature of the processing, Processor shall assist the Controller in a reasonable manner with Controller's obligations relating to this agreement, including fulfilling Data Subject rights and conducting data protection impact assessments.
- **Auditing:**
  - Sanoma shall have the right to perform checks on the use of cookies through its websites and through websites included in Sanoma's Network. If the check reveals that the Partner (or its client(s) and/or any third party engaged by the Partner) acts in violation of this DPA, Sanoma will inform the Partner and the Partner shall immediately correct its practices.
  - Upon request from the Controller, the Processor shall demonstrate to Controller how the Processor (including its subcontractors) complies with the requirements of this DPA.
- **Technologies:** Partner is not allowed to make use of flash cookies and/or (browser) fingerprinting or any other type of tracking technologies when advertising in Sanoma's Network. At the end of the campaign, the Partner undertakes to remove any tracking codes used in a re-targeting campaign that refer to Sanoma's systems.

#### 5. What if the DPA is not complied with?

- In the event where Processor breaches the terms of this DPA, Controller may at its own discretion immediately cancel all advertising campaigns and/or terminate all agreements concluded between the parties of this DPA with immediate effect.
- Processor is liable for any and all loss or damage suffered by Controller and/or the users of its online services arising out of breach of this DPA.

#### 6. What are the laws that shall be complied with and the relevant definitions for this DPA?

**Laws:** shall mean applicable laws for the processing of Personal Data under this DPA relating to data protection, privacy and security, including EU Directive 95/46/EC EU and Directive 2002/58/EC (collectively the "EU Directives") and any amendments, replacements or renewals thereof, including but not limited to EU General Data Protection Regulation 2016/679, as well as all binding national laws implementing the EU Directives and other applicable binding data protection, privacy or data security directives, laws, regulations and rulings.

#### Definitions:

- "Controller" means the entity which determines the purposes and means of the processing of Personal Data.
- "Processor" means the entity which processes Personal Data on behalf of the Controller.
- "Sanoma Data" means all data and segments (including but not limited to Personal Data) that originate from Sanoma's Network or that is otherwise controlled and provided by Sanoma.
- "Partner Data" means all data and segments (including but not limited to Personal Data) that are controlled by the Partner or processed by Partner on behalf of Controller and/or originate from Partner's web and mobile services.
- "Personal Data" means any information relating to an identified or identifiable natural person (Data Subject), as defined in the Laws. Identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as name, identification number, location data, or online identifier. Sanoma considers data collected through cookies or similar technologies and mobile IDs as Personal Data in particular when that data is used to profile or target Data Subjects.
- "Processing" shall mean any operation where by the Partner or its affiliates or subcontractors process Personal Data, such as collection, recording, storage, combining, organization, alteration, calculation, analysis, use, disclosure by transmission, dissemination, erasure or deletion.
- "Data platform" means a platform or software that enables combining and use of first, second and third party data in advertising investment decision making.
- "Model Clauses" mean the European Union's standard contractual clauses annexed to the EU Commission Decision 2010/87/EU of 5 February 2010 for the transfer of Personal Data to Processors established in third countries under the EU Directives and any amendment, replacement or renewal thereof by the European Commission. The unchanged version of the Model Clauses shall

be deemed incorporated by reference hereto as Appendix 2, and shall apply if the Supplier or its subcontractor can either (a) remotely access Personal Data hosted in a data center in the EEA from a non-EEA country, or (b) transfer to, or Process data hosted in, a non-EEA country.

**Appendix 1****Sanoma's subcontractors and data transfers:**

Amazon Web Services (AWS) / United States (legal basis: Model Clauses)  
Salesforce DMP / United States (legal basis: Model Clauses)  
Xandr / United States (legal basis: Model Clauses)