

# 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 sold by Sanoma Media Finland (hereinafter "Advertising Platforms") or external ad networks or social media services ("External Platforms").

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

If the Advertiser purchases supplementary and additional services for marketing from Sanoma ("Marketing Services"), such as content production or website production and management services, the general terms and conditions concerning these services or commission-specific terms and conditions that have been separately agreed by the parties are primarily applied in addition to these conditions. As for advertising ordered through Sanoma's Ad Manager, the special terms and conditions for the said service are primarily applied (<https://media.sanoma.fi/sanoma-ad-manager-kayttoehdot>).

When purchasing advertising space and/or airtime (including when delivering 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 advertising formats of Sanoma and the Advertising Platforms are available at [media.sanoma.fi](http://media.sanoma.fi) and the External Platforms used by Sanoma are given in these Conditions of Sale or agreed separately with the Customer.

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 or External Platforms included in the package.

## 2. Campaign definition and impressions guarantee

### Campaign

Regarding Total TV, TV, audio and radio, a campaign means a package which is booked and confirmed in one go and which advertises the same product or service. Separate campaigns by one Advertiser will be regarded as a single campaign if the time period between the campaigns is seven (7) days or less, and if the same advertisement(s) and/or buying target audience is used in them.

### Impressions guarantee

Sanoma grants an impressions guarantee for Total TV and TV campaigns. This means that Sanoma guarantees that the campaign will deliver the number of impressions confirmed by the Advertiser in the buying target audience within the agreed campaign period (hereinafter "Impressions Guarantee"). If necessary, Sanoma will air advertisements free of charge during the agreed campaign period in order to reach the number of impressions confirmed by the Advertiser. Sanoma's terms for granting the Impressions Guarantee that are in force at the time in question can be found at [www.media.sanoma.fi](http://www.media.sanoma.fi). Any shortfall in the guaranteed impressions will be compensated with the Advertiser's consent by either continuing the campaign or in connection with the Advertiser's next campaign. No monetary compensation will be made due to a failure to achieve the guaranteed number of impressions. The Impressions Guarantee is verified from the final figures of the TV Audience Measurement supplied by Finnpanel Ltd. Total TV campaigns are verified using the Total TV measurement valid at the time in question.

Sanoma gives an impression guarantee for impression-based display and instream campaigns. If the campaign does not deliver the purchased number of impressions, the campaign will be continued until the agreed ad impressions have been delivered. Sanoma has the right to continue the campaign until the agreed ad impressions have been delivered. Upon separate agreement, the deficit in ad impressions can be compensated for in connection with the next campaign. If the ad impressions at the end of the campaign fall short of the target by no more than five (5) per cent, no compensation will be given for the ad impressions. The number of impressions and clicks generated by a campaign 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 explicitly informed the Advertiser that the offer made by Sanoma is binding.

In the event of a rate increase, the Advertiser has the right to completely or partially cancel or shorten the advertisement booking at no extra charge 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 (including time bookings already made and open offers). If the broadcast time of a television advertisement has had to be changed to a time other than the one reserved for reasons beyond Sanoma's control and if the Advertiser has approved the change, the Advertiser will be charged according to the rate of the new broadcast time.

In case of channel portfolio changes, Sanoma reserves the right to move advertising to the channels 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. Discounts are not applied to Marketing Services nor do they count towards the customer's total invoicing amount. No discounts are granted on net-priced products or ways of purchasing that resemble net-priced products, such as CPC (Cost per Click) display products and programmatic buying, or on separately agreed products outside the pricelist or the use of External Platforms. Discounts for individual customers can be agreed upon separately with the customer.

#### Non-profit advertising discount

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

Non-profit advertising:

- Influences the quality of life and well-being of citizens
- Influences attitudes, values and conduct
- Does not seek financial gain
- Provides encouragement or information, warns of risks or helps people take initiative

The discount on non-profit advertising is granted on the condition that the advertisement does not contain any logos from sponsors. The discount does not apply to business, recruitment or property advertising or similar administrative advertising by non-profit entities.

#### 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, %
3 months	6 months	12 months	
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.

#### Advertising and media agency discount

An agency discount on the campaign price is granted to the advertising and media agencies separately approved by Sanoma according to the table below. Sanoma requires that the agency receiving the agency discount abides by these conditions of sale, observes the booking and payment schedules and transmission guidelines and assumes full credit risk (del credere) for the advertisements it supplies. In terms of TV campaigns, agencies receiving advertising an agency discount shall take care of their client's campaign planning, bookings and tracking via X4 Extranet and shall for this purpose 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.

#### Operational and quality criteria for entitlement to a direct customer discount or an 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).
  - Information content meets the given specifications and the agreed schedule is followed.
2. Delivery of materials and responsibility for 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 can be automatically linked to the advertisement booking.
3. Media planning cooperation

- Maintenance of Sanoma's media information within the organization and informing it about upcoming changes and special offers.
- The Advertiser has access to surveys that support the reliability and professional nature of media planning (NRS National Readership Survey) and their further application software, or the Advertiser can otherwise demonstrate its professional skills and resources adequate for the operations.

Self-service reimbursement with regard to TV advertising

The self-service reimbursement is granted on Total TV and TV advertising campaigns planned according to these conditions of sale and good trading practices of the industry, whose booking, confirmation and transmission instructions and spot deliveries the Advertiser carries out in accordance with the agreed practices and schedules. The reimbursement is calculated from the net volume of the orderer's Total TV and TV campaigns that entitle them to a 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 may change during 2023. For more information about this practice, contact TV and Radio Planning at Sanoma.

**5. Campaign confirmation**

Sanoma makes an 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 and conditions.

Total TV, TV, radio and audio

The period of validity of a Total TV and TV campaign offer 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 more	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 it was booked

The period of validity of a radio and audio campaign offer 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 more	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 it was booked

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

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

Display and instream

The campaign offer is valid for 14 days or until there are five (5) days to the start of the campaign, after which the inventory is released automatically if the offer has not been confirmed. If the booking is made less than five (5) days prior to the start of the campaign, the booking is automatically confirmed. Sanoma reserves the right to postpone or cancel a campaign without liability to compensate, if the inventory that is necessary to carry out the campaign is unavailable at the time of confirming the campaign offer.

#### News media and magazines media

When booking fixed ad positions (including HS multichannel front page), the Advertiser agrees to purchase the booked fixed position, i.e. the booking is automatically confirmed. Other bookings must be made by the booking deadline. The booking schedules for news media and magazines media can be found at [www.media.sanoma.fi](http://www.media.sanoma.fi).

#### Social media and search engine advertising

The campaign is regarded as confirmed at the time of booking. Changes or cancellations concerning the booking may be made according to the conditions of sale.

### **6. Changes to campaigns**

Unless otherwise agreed, the Advertiser may not make any changes to booked campaigns nor have any influence on the editorial context in which the advertisement will appear. Sanoma has the right to change the time and duration of performance-based advertising (such as CPC) without a particular reason so that the targets and scope agreed for the advertising campaign remain unchanged.

The following terms and conditions apply to Total TV, TV, audio and radio campaigns:

#### Total TV and TV

##### *Package buying*

When buying Total TV or TV airtime, no changes may be made to an offered or a confirmed campaign, but the original campaign must be cancelled and airtime rebooked. With regard to a confirmed campaign, the original confirmed budget must not be affected.

##### *Channel buying*

If additional airtime is purchased for an offered campaign and no other changes are made to the line items of the offer, the campaign will not be updated. If the spot length is extended, all the line items of the campaign offer will be updated (estimates, rates and airtime availability check). If the spot length is reduced, an airtime availability check will not be performed for an offered 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 changes are made, the line items will not be updated. If the spot length of a confirmed campaign needs to be changed, the original, confirmed budget must not be affected. If the spot length is extended, all the line items of the confirmed campaign will be updated (estimates, rates and airtime availability check). If the spot length is reduced, the confirmed campaign will not undergo an airtime availability check, but the rates will be updated in accordance with spot-length factors. If additional airtime cannot be purchased due to the times being sold out, the original campaign budget shall be invoiced from the customer.

#### Radio and audio

##### *Radio Velho*

When buying with Radio Velho, it is possible to increase or decrease the budget of a campaign offer. The budget of a confirmed campaign can be increased as long as this is done prior to the start date of the campaign. The new booking will then be automatically confirmed, i.e. no separate confirmation is needed. If other changes need to be made to an offered or a confirmed campaign, the airtime must be

rebooked with the latest available NRS data and rates. The original budget of a confirmed campaign must not be affected.

#### *Audioplanner*

If any changes are made to an offered or a confirmed campaign, the airtime must be rebooked with the latest available NRS data and rates. The original budget of a confirmed campaign must not be affected. If the spot length is shortened, more airtime may be purchased to meet the original budget. If additional airtime cannot be purchased when the spot length is reduced due to the times being sold out, the original campaign budget shall be invoiced from the customer.

#### Social media and search engine advertising

Changes may be made to campaigns within seven (7) days of the date of entry of the booking by written notice given by the Advertiser.

### **7. Special terms and conditions concerning External Platforms and Analytics Services**

External Platforms, or ad networks, refer to groups of websites, such as Google Ads and Facebook, that offer advertising space to advertisers. Sanoma executes social media and search engine advertising on the External Platforms agreed upon separately with the Advertiser within the scope of the ordered service.

Analytics Services refer to online services used to analyse website traffic and campaigns, such as Google Analytics, which Sanoma operates on behalf of the Advertiser or to which the Advertiser has granted access to Sanoma as part of the advertising service purchased from Sanoma.

Sanoma has the right to amend campaigns or their content in accordance with the terms and conditions of External Platforms or to optimize their content whenever this is in the Advertiser's interest. A social media and search engine advertising campaign includes campaign tracking and adjustments in accordance with the ordered service package. Any adjustments outside the ordered service package are invoiced by the hour according to the rates valid at the time.

Sanoma does not guarantee the visibility, functionality or placement of advertising campaigns on External Platforms. Sanoma is not responsible for the technical or other functioning of External Platforms nor liable for any damage that may be incurred by the Advertiser due to the use of External Platforms or other third-party networks or applications. In addition to these Conditions of Sale, the terms and conditions of the External Platforms are complied with when executing campaigns and services involving External Platforms.

The execution of campaigns and services involving External Platforms requires the Advertiser to possess functional web and mobile sites that comply with the advertising practices of the External Platforms. The Advertiser does not have the right to transfer or copy campaigns designed by Sanoma and involving External Platforms nor their content to a third party, with the exception of an advertiser provided in connection with the order.

Sanoma has the right to utilize the Advertiser's anonymized data that it has received or generated via External Platforms and/or Analytics Services for the purpose of developing or producing its own products and services and to disclose the data to other companies within the same group.

### **8. Cancellation terms**

#### Sanoma

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

Sanoma has the right to cancel, without any particular reason, a performance-based (e.g. CPC) advertising campaign agreed with the Advertiser and to invoice the Advertiser in accordance with the advertising carried out before the cancellation.

#### Advertiser

In the event that the Advertiser is forced to cancel or postpone a confirmed advertising campaign or a part thereof, 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 issues*: 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 the 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.
- If the fixed position of a display ad is cancelled during a 12-month fixed-term period, a 3-month period of notice shall be observed. If less than 3 months of the fixed-term period is left, the contract shall remain in force until the end of the fixed-term period.

##### Total TV and TV

- 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 and audio

- 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 intended start date are subject to a 100% charge of the campaigns' net price.

#### Programme sponsorship and promotions

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

#### External Platforms

- The campaign may be cancelled without charge within seven (7) days of the date of entry of the booking by written notice given by the Advertiser.

Cancellation fees for Total TV, TV, radio, audio and programme sponsorship are calculated according to the first broadcast of the campaign/sponsorship. Only one cancellation fee percentage is applied in one campaign.

### **9. Invoicing and terms of payment**

Campaigns are invoiced immediately after the publication or broadcasting of the advertisements on Tuesday and/or Thursday or on the first weekday of the month, unless otherwise separately agreed with the Advertiser. Invoicing is product- and service-specific according to Sanoma's invoicing policy. Campaigns purchased online are subject to the terms of invoicing and payment of the online marketplace in question. Performance-based (CPC) advertising is invoiced from the Advertiser according to the actual scope of advertising so that the value of advertising purchased by the Advertiser is not exceeded.

TV, audio and radio campaigns are invoiced in weekly periods (Monday–Sunday) in accordance with the advertisement's actual broadcast time so that the minimum charge is equal to price of the confirmed booking. For the time being, the shares of the products included in Total TV (such as TV or Display and instream) are invoiced separately according to the invoicing principles of the product in question. Digital campaigns invoiced according to their actual performance (such as CPC, social media and search engine advertising) are invoiced monthly in the last invoicing round of the month or according to progress. Data service orders are invoiced once a month on the invoicing day following the end of the subscription period.

Sanoma sends an invoice to the invoicing address provided to Sanoma by the Advertiser. The Advertiser is responsible for making sure that the invoicing address provided to Sanoma is correct and kept up to date.

Sanoma may require a pre-payment from the Customer before the advertisement is published or implemented, e.g. in the case of a bad credit history. For invoicing that differs from the normal process, a EUR 15.00 invoicing surcharge may be added.

An invoicing surcharge pursuant to the currently valid price list and the currently valid value added tax may be added to the invoice. An annual interest on late payment of ten (10) per cent will be charged on delayed payments. Any notices concerning erroneous invoices must be made in writing 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
Total TV, TV, radio, audio	14 days net	14 days -1%, 30 days net	
External Platforms	14 days net	14 days net	14 days net

If a TV 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.

## 10. 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 and without a judgement 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.

## 11. 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 of sale). Sanoma has the right to refuse to publish or broadcast an advertisement without having to pay compensation if the advertisement does not, in Sanoma's view, comply with the requirements specified above.

The Advertiser is also responsible for obtaining all rights of ownership and/or use of the material and for ensuring that the advertisement can be published, broadcast or used otherwise without infringing the copyright, trademark, patent or other intellectual property rights or any other rights of any other party. The Advertiser is responsible for covering all costs arising from obtaining the aforementioned rights or using the advertisement (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, trademark, patent and other intellectual property rights and other rights (such as rights relating to the personal identity of an individual) or the costs thereof. Sanoma does not assume responsibility vis-à-vis the Advertiser or a third party for any damage or costs incurred by the Advertiser or a third party out of a failure to comply with these conditions of sale. The Advertiser is liable for these damages and costs.

All 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 images which aim to or may disparage competitors, competing products or any other sectors of industry, professions or communities. The content of advertisements aimed at children must be considered carefully and it must be taken into account that they appeal to children as the users of the product or influence them with their example. Advertisements concerning pharmaceutical products must always be submitted for a preliminary inspection to the Supervisory Commission for the Marketing of Medicinal Products c/o Pharma Industry Finland (PIF).

### Special responsibilities with regard to TV 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 TV and radio 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 liability to compensate if the advertisement does not comply with the aforementioned requirements. Sanoma do not broadcast advertisements on radio channels 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 advertising material is submitted to Sanoma at the Advertiser's risk. The special liabilities concerning TV and radio advertising also apply to Total TV insofar as advertising is executed on TV or radio.

#### Preliminary inspection of advertising materials

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

In such preliminary inspection, the material is approved or rejected in accordance with situation at the time of inspection. Broadcasting or airing the advertisement may be suspended or forbidden at a later date, if the contents of the advertisement no longer comply with the general principles or if the authorities so demand. The preliminary inspection does not limit the Advertiser's liability for the content of the advertisement. Should the advertising material or a part thereof not be approved for broadcasting or airing, the Advertiser will be informed of this immediately. In such cases, the Advertiser must deliver new or edited material to Sanoma within two (2) days of Sanoma's notification or no later than by the normal 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 air 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 reduction, modification or omission of the transmission, provided that the reduction, modification or omission is a result of the aforementioned reason.

## **12. Late submission of advertising material**

The Advertiser must submit the advertising material for the campaign according to the schedules and technical instructions provided in the material instructions of Sanoma ([www.media.sanoma.fi](http://www.media.sanoma.fi)). The advertising material of a campaign booked through Sanoma's Ad Manager must be submitted via the interface of the said service according to the instructions provided in the service.

#### 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 impressions will be decreased accordingly in proportion to the duration of the campaign (invoicing nevertheless 100%).

### Total TV, TV, radio and audio

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

### **13. Liability for broadcasting errors in TV and radio advertising**

In the event that transmission instructions have not been received or they arrive late or are unclear or incorrect, Sanoma is not responsible for any broadcasting errors of a TV or radio advertisement (including Total TV campaigns). In the event that a broadcasting error attributable to Sanoma occurs, the form and amount of compensation will be agreed upon separately with Sanoma. The compensation is equal to no more than a corresponding amount of airtime or the decision not to invoice 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 on its channels in accordance with currently valid legislation. If an emergency warning coincides with a commercial break and the advertisement is not broadcast as a result of this, Sanoma is not liable to compensate for such failure to broadcast the advertisement.

### **14. 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 material, following its initial publication or broadcast, to a hard drive or some other storage platform and to use it in presentation, training and research compilations 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 the sake of clarity, Sanoma always has the right to use the advertising material as part of the media content in which the advertising material has been published or broadcast (i.e. archive use).

### **15. Force majeure**

Advertisements will be broadcast or aired except in the case 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 and other similar contingencies beyond Sanoma's reasonable control and not arising from any action taken by Sanoma.

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

The Advertiser shall undertake to comply with the EU General Data Protection Regulation (2016/679, GDPR), the Act on Electronic Communication Services (917/2014) and other applicable legislation and binding official guidelines in force at the time regarding the advertisement, the landing page of the advertisement and the applied advertising targeting technologies. When processing Personal Data, the Advertiser shall agree to comply with *Sanoma's Data Protection Appendix for Processing Data as part of Advertising and Related Services* (appendix to these General Conditions of Sale).

### **17. 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 cannot disclose advance information on competitors' campaigns. Should overlapping campaigns occur, they are not compensated for in any way.

### **18. 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 be used by a third party in order to develop the Advertiser's

business operations. The campaign data contained in the above summary may not be copied, saved to a databank maintained by a third party or otherwise used for commercial purposes.

For the sake of clarity, Sanoma has the ownership of data collected on the users of or subscribers to its Advertising Platforms or data relating to the use of these Advertising Platforms, even if the Advertiser has access to these Sanoma data through its own systems.

## **19. Sanctions**

The Advertiser assures that no international sanctions (trade and economic sanctions) have been imposed on it directly or indirectly by the UN, the EU, the United Kingdom or the USA. In the event that sanctions are imposed on the Advertiser, it shall immediately notify Sanoma of this. If sanctions are imposed on the Advertiser directly or indirectly, Sanoma has the right to refuse to fulfil its contractual obligations, terminate the contract and receive compensation for any damage it may have incurred.

## **20. 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 apply if the loss or damage arises from wilful or gross negligence or a breach of section 10 or 15 of these conditions of sale.

## **21. 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 or orally when an order is placed by phone, that it approves the order/booking placed by the Advertiser. An order confirmation is sent for an order that has been confirmed orally, and this confirmation does not need to be separately signed, returned or confirmed. The Agreement concerning a campaign is valid until the end of the campaign period agreed on by the parties, subject to 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 is not, despite a written notification, remedied within fourteen (14) days of the arrival of said notification; or if the other party is declared bankrupt, enters into 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 the terms and conditions of section 11 or 16 of these conditions of sale, 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 and context, are intended to remain in force despite the termination of the Agreement, will remain in force after the termination or rescission of the Agreement.

## **22. Confidentiality**

The parties agree to protect the secrecy of any such material they obtain from one another and any such information concerning the other party or the operations thereof that are marked as "Confidential" or understood as such and not to disclose such information 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 not enter the public domain by way of the publication measures of the party to which it pertains.

## **23. 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.

**24. 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 corporate transaction, to the company to which the business operations of Sanoma relating to Agreement are transferred. The Advertiser does not have the right to assign the Agreement or the advertising space it has booked to a third party without the prior written consent of Sanoma.

**25. Disputes**

Any 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 enter into force at the time of their publication.

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

The Data Protection Appendix (DPA) clarifies the roles and responsibilities of Sanoma and the Advertiser with regards to Sanoma's data or the Advertiser's data that are processed in connection with advertising in Sanoma's Network.

**Purpose & key points of the appendix**

- Sanoma is committed to protecting the privacy of the users of its websites and complying with data protection legislation, including the EU General Data Protection Regulation (GDPR). The GDPR requires that all personal data processing between different parties is subject to an agreement or other similar document. This appendix clarifies the roles and responsibilities of the parties regarding personal data processing when advertising in Sanoma's Network or using related services, such as using data collected from Sanoma's Network in other networks.
- Personal Data is typically processed in connection to serving and measuring display advertising. Other data besides Personal Data may also be processed. In this DPA, data is categorized based on its origin. Data processed during advertising in Sanoma's Network are either Sanoma Data or Advertiser Data. Both Sanoma Data and Advertiser Data may include Personal Data. It is also possible to use third party data in advertising. The party using third party data in advertising is responsible for the compliance and agreements governing said data.
- Personal Data is processed in advertising. Sanoma considers data collected e.g. through cookies and mobile IDs as Personal Data, especially when that data is used to collect profiles or target advertising. Other IDs may also be processed in advertising, such as indirect IDs generated from an email address or phone number.
- Data originating from Sanoma's Network and/or concerning Sanoma's Data Subjects, such as site visitors, can be processed only for the purpose of serving and measuring advertising. The use of Sanoma Data for any other purpose is prohibited, unless otherwise agreed.
- When Sanoma processes Advertiser Data, Sanoma complies with the same principles in the processing of the data as the Advertiser is required to comply with when the Advertiser processes Sanoma Data. These requirements pertain to the Processor in this Data Protection Appendix.
- The Processor shall be responsible for all data processing done in its systems or using its technologies or done by its subcontractors.
- To make this document more readable, we have moved the legalese to the end. See section 6 for the applicable Laws and definitions regarding this document.

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

- Sanoma is the Controller of all Personal Data originating from Sanoma's Network or Sanoma's Advertising Platform as well as for the data Sanoma provides for targeting advertising (e.g. segments).
- Advertiser is the Controller of all Personal Data that are collected outside Sanoma's Network and are under the control of the Advertiser. For the sake of clarity, the Advertiser is presumed to be the Controller or to act on behalf of the Controller of Advertiser Data that it uses to target advertising in Sanoma's Network.

Processor:

- Advertiser is the Processor of Personal Data when it processes data originating from Sanoma's Network for serving or measuring advertising. Data processed by the Advertiser includes data collected from Sanoma's Network using cookies and similar technologies for measuring the effectiveness of advertising and/or data provided by Sanoma for the purpose of serving advertising (such as segments or other data products that Sanoma provides for targeting purposes).
- Sanoma is the Processor of Partner Data in terms of the Advertiser Data when it processes the data of Data Subjects visiting the Advertiser's online and mobile services for the purpose of re-targeting advertising to these visitors in Sanoma's Network or when creating new target groups for the Advertiser by comparing the data of Data Subjects using the Advertiser's online and mobile services with Sanoma Data, and when it processes the Advertiser's Personal Data in accordance with what has been separately agreed upon with the Advertiser when offering it social media and search engine advertising on External Platforms or analytics services. In these situations, the

Advertiser shall notify the Data Subjects of the matter and/or obtain their consent according to the Laws. When Sanoma acts as the Processor of Personal Data, Sanoma shall act according to the Advertiser's reasonable instructions and shall not process data for its own purposes. For the sake of clarity, insofar as Advertiser Data is processed for the purpose of serving or measuring advertising, Sanoma will not process Advertiser Data for any other purpose than to enable the advertising in the advertising services provided by Sanoma. If Sanoma has access to such Advertiser Data, Sanoma is the Processor of Personal Data.

## 2. Description of processing activities that the Advertiser may perform

- Serving and measuring advertising: The Advertiser may use cookies or other similar technologies in Sanoma's Network solely for purposes that are related a) to serving advertising or creating versions of creatives, or b) to measuring the impressions, frequency, reach or conversion rate of a campaign.
- Data used for targeting: Sanoma Data concerning Sanoma's online and mobile services and their users (Data Subjects) or impressions may only be processed for the purpose of targeting or re-targeting advertisements within Sanoma's Network. Sanoma Data may be used for the purpose of targeting advertisements in other networks only when Sanoma has enabled such use of data to the Advertiser in the Data Platform.
- Using Sanoma Data in programmatic buying: Sanoma Data concerning Sanoma's online and mobile services or their users or the offered ad impressions may be used solely a) to give a quotation for the said impressions, or b) to build the net reach and global frequency of a campaign based on the Advertiser Data, or c) for the purpose of serving and measuring advertising.
- Disclosing and/or combining Sanoma Data: Sanoma Data may not be disclosed to third parties for their own purposes or combined with Personal Data for the purpose of identifying individuals.
- Sanoma's consent: Any exceptions to the above-mentioned processing require written consent from Sanoma and a valid legal basis for processing (such as the Data Subject's consent).

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

- Subcontractors: The Processor shall be responsible for its systems, technologies and subcontractors as if they were part of its own operations. On request, the Processor must provide a list of its subcontractors to the Controller. The Controller may object to the use of a particular subcontractor, in which case the Processor has the right to terminate the agreement if it cannot give up said subcontractor.
- Data transfers: The Processor shall not (and shall procure that its subcontractors shall not) transfer or process Personal Data outside the EU/EEA without agreeing on it beforehand in writing with the other party of this DPA. Notwithstanding the foregoing, the Processor may transfer Personal Data provided that the legal obligations regarding the processing of Personal Data outside the EU/EEA are complied with, and that the Processor has informed the Controller of the transfers it performs, including the country where data will be transferred and the name of the subcontractor performing the transfer. Notifications shall be made to cert(a)sanoma.com (Sanoma). Information on the data transfers performed by Sanoma and their legal bases is listed in Appendix 1. Sanoma notifies the Controller of possible new data transfers by updating Appendix 1. If required by the Laws, the Processor agrees to sign Model Clauses with its subcontracting using the module "MODULE THREE: Transfer processor to processor" and, where necessary, implement additional safeguards to supplement the Model Clauses in accordance with guidance provided by the Supervisory Authority under the Laws. The Processor shall, without undue delay, inform the Controller if it is unable 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-EU/EEA country.
- Documentation: Upon the written request of the Controller, the Processor shall present a list of subcontractors and data transfers and their legal bases to the Controller.

## 4. Other requirements concerning the processing of Personal Data

- Self-regulation: Sanoma and the Advertiser shall agree to comply with the European Framework for Online Behavioural 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: The Processor may not process the Controller's Personal Data for longer than is necessary for serving or measuring advertisements or campaigns or for providing related services. All data shall be deleted one year after their collection at the latest.
- Confidentiality: The Processor shall ensure that all persons authorized to process the Personal Data agree to confidentiality and are aware of the requirements and restrictions that this DPA imposes.

- **Information security:** The Processor shall implement and maintain appropriate organizational, operative, methodological, physical and technical measures to protect Personal Data against unauthorized access, accidental or unlawful loss and alteration, so that all processing is in compliance with the Laws.
- **Personal data breach:** The Processor shall inform the Controller in writing of a personal data breach (as defined in the Laws) immediately upon becoming aware of it. The Processor shall work together with the Controller to quickly resolve the issue, and prevent further damage. The notification should be sent by email to: cert@sanoma.com.
- **Rights of Data Subjects and data protection impact assessments:** To the extent necessary taking into consideration the nature of the processing, the Processor shall assist the Controller in a reasonable manner in fulfilling the Controller's obligations relating to this agreement, including fulfilling the rights of Data Subjects and conducting data protection impact assessments.
- **Auditing:**
  - Sanoma shall have the right to perform inspections on the use of cookies in the services that belong to Sanoma's Network. If the inspection reveals that the Advertiser (or its client and/or any third party authorized by the Advertiser) acts in violation of this DPA, Sanoma will inform the Advertiser of the matter and the Advertiser shall immediately correct its practices.
  - Upon request from the Controller, the Processor shall demonstrate to the Controller how the Processor and any subcontractors it may have comply with the requirements of this DPA.
- **Technologies used:** The Advertiser does not have the right to use flash cookies and/or browser fingerprinting or similar tracking technologies when advertising in Sanoma's Network. At the end of the campaign, the Advertiser 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 the Processor breaches the terms of this DPA, the 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.
- The Processor is liable for any and all loss or damage suffered by the 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 of this DPA?

**Laws:** shall mean all laws applicable to the processing of Personal Data under this DPA relating to data protection, privacy and security, including the EU General Data Protection Regulation 2016/679 ("GDPR") and EU Directive 2002/58/EC (Directive on privacy and electronic communications) and any amendments, replacements or renewals thereof, as well as all binding national laws implementing the aforementioned EU Regulations and Directives and other applicable binding directives, laws, regulations and rulings relating to data protection, privacy and data security.

#### 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 are controlled by Sanoma or otherwise provided by Sanoma.
- "Advertiser Data" means all data and segments (including but not limited to Personal Data) that are controlled by the Advertiser or processed by the Advertiser on behalf of the Controller and/or originate from the Advertiser's online and mobile services.
- "Personal Data" means any information relating to an identified or identifiable natural person (Data Subject), as defined in the Laws. An identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data or an online identifier. Sanoma considers data collected through cookies or similar technologies and mobile IDs as Personal Data, in particular when such data is used to profile Data Subjects or target advertising.
- "Processing" shall mean any operation where by the Advertiser 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 destruction.
- "Data platform" means a platform or software that enables the combining of first-, second- and third-party data and their use in making decisions on advertising investments.
- "Model Clauses" mean the standard contractual clauses in the Annex of the Commission Implementing Decision (EU) 2021/914 of 4 June 2021 on standard contractual clauses for the



transfer of personal data to third countries pursuant to Regulation (EU) 2016/679 of the European Parliament and of the Council.

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

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

Xandr / United States (legal basis: Model Clauses)

Adobe / United States (legal basis: Model Clauses)

Google / United States (legal basis: Model Clauses) (to be agreed separately)

Facebook / United States (legal basis: Model Clauses) (to be agreed separately)