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TERMS AND CONDITIONS FOR MEDIA SALES BY A-LEHDET OY



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TERMS AND CONDITIONS FOR MEDIA SALES BY A-LEHDET OY

A-lehdet Oy (hereinafter "A-lehdet") sells and the Advertiser, Media Agency or other advertising service company (hereinafter "Advertiser") purchases from A-lehdet various types of media visibility and media services (hereinafter "Campaign"). Each Campaign is subject to these Terms and Conditions, unless otherwise agreed in writing by both Parties. These Terms and Conditions are also valid where applicable when the Advertiser purchases a Campaign via the Advertiser's DSP system.

1. Purchasing a Campaign

1.1. Booking a Campaign

Campaigns are booked by notifying A-lehdet's media sales team in writing or by phone, tel. +358 50 414 4200 or mediamynti@a-lehdet.fi.

1.2 Booking Confirmation and Establishment of an Agreement

A booking becomes binding on the parties once A-lehdet has sent the respective booking confirmation. An agreement is established once A-lehdet has sent the confirmation or the Advertiser has accepted A-lehdet's offer.

1.3 Cancellation and Changes

A confirmed Campaign may be cancelled no later than 7 days before the deadline for the delivery of materials to A-lehdet's media sales team. If the cancellation is made within 7 days of the deadline, at least fifty (50) percent of the price of the ad shall be charged to cover the additional work caused by the cancellation.

Early bookings of ads in designated spots may be cancelled no later than 14 days before the deadline for the delivery of materials.

Special terms and conditions apply to Display Campaigns and Digital Content Campaigns, as set out in sections 2 and 3.

A-lehdet reserves the right to move or cancel a Campaign without compensation if this is warranted by exceptional circumstances. In such cases, A-lehdet shall notify the Advertiser immediately upon receiving information of such exceptional circumstances and make every effort to provide a new time slot or impression to replace the changed or cancelled time slot or impression.

Unless otherwise agreed or warranted by the selected ad type, the Advertiser may not make changes to the booked Campaign or influence the editorial context in which the ad is run.

2. Display Campaigns

A Display Campaign refers to a single set of ads booked at the same time and promoting the same product or service. Each Campaign must be confirmed in writing or digitally by the deadline specified in the offer.

A-lehdet sells Campaigns on the basis of impression, time slot or subscription. When booking advertising space, the Advertiser shall provide A-lehdet with the details specified in A-lehdet's advertising instructions (<http://www.a-lehdet.fi/mainostajalle/aineisto-ohjeet>) and deliver all Campaign materials in accordance with the deadlines and technical guidelines set out in the same advertising instructions. If Campaign materials are delivered late, the impression targets shall be met in full if this can be done regardless of the possible delay.

If the Campaign does not provide the purchased number of impressions, the Campaign shall be extended until the number of impressions is achieved. A-lehdet is entitled to continue the Campaign on the next day with the Advertiser's consent until the number of impressions is reached. If agreed separately, any shortfall in impressions may be compensated within the next Campaign. If by the end of the Campaign the number of impressions falls short of the target by no more than 5 percent, such impressions shall not be compensated. If the Campaign has fallen short of the target due to late delivery of materials, the impressions shall not be compensated.

The number of impressions and clicks is monitored by the ad management system used by A-lehdet. A-lehdet is entitled to use the results of the Campaign in aggregate format for the development, marketing and sales work of its own operations.

For campaigns purchased as packages, A-lehdet does not guarantee visibility in all media specified in the package. Campaigns purchased directly for a specific media shall have priority over campaigns purchased as a package, and ads are run in those media specified in the package that have space for them.

If the Campaign is cancelled within one week of the intended launch date, the Advertiser shall be charged 50 percent of the net price of the Campaign.

A-lehdet reserves the right to move or cancel a Campaign without compensation if this is warranted by exceptional circumstances. In such cases, A-lehdet shall notify the Advertiser immediately upon receiving information of such exceptional circumstances and make every effort to provide a new time slot or impression to replace the changed or cancelled time slot or impression.

Unless otherwise agreed or warranted by the selected ad type, the Advertiser may not make changes to the booked Campaign or influence the editorial context in which the ad is run.

3. Digital Content Marketing Campaigns

A Digital Content Marketing Campaign refers to a single set of ads booked and confirmed at the same time and promoting the same product or service or products and services within the same product family. Each Campaign must be confirmed in writing or digitally by the deadline specified in the offer.

The Advertiser shall be responsible for the products to be tested and their delivery to the influencer, such as the blogger or YouTuber. If the delivery of the products is delayed for reasons attributable to the Advertiser, the posting schedule may be postponed. The testing period for products is at least 2 weeks. If the timing of the Campaign is

postponed for reasons independent of A-lehdet, the influencers approved for the Campaign may be changed.

If the Advertiser wishes to add new postings or content sets to a confirmed Campaign during the Campaign, the price shall be reviewed on a case-by-case basis. If the requested additional posting or other addition does not constitute a part of the confirmed Campaign in terms of their topic or the product's features, it shall be priced as a separate Campaign.

An express service fee of 500 euros shall be applied to a Campaign where the first posting is published in less than 7 days after the Campaign is confirmed.

The influencers proposed in the Campaign offer are examples of the type of influencers appropriate for the Campaign. The influencers are recruited only after the Advertiser has approved the price, schedule and brief of the Campaign. The price and scope of the Campaign (including the number of influencers and postings) shall be considered valid as long as any possible change of influencers does not have a material impact on the implementation of the Campaign.

If the Advertiser has to cancel a confirmed Campaign or a part thereof, A-lehdet shall charge the following cancellation fees, which shall be calculated on the basis of the net price of the cancelled Campaign:

- Cancellation 31 days or more before the launch of the campaign: 25%
- Cancellation 15–30 days before the launch of the campaign: 50%
- Cancellation 14 days or less before the launch of the campaign: 100%

If the entire Campaign is rescheduled for reasons attributable to the Advertiser (e.g. delayed delivery of the product), A-lehdet shall charge a postponement fee in the amount of 25% of the confirmed net price of the Campaign.

4. Liability for the Content of Campaigns

The Advertiser is responsible for ensuring that any Campaign delivered to A-lehdet complies with all applicable laws, the regulations of the authorities and the self-regulatory bodies of the advertising industry, the instructions given by A-lehdet and good practice. A-lehdet is entitled to refuse to run or implement the Campaign without compensation if it is contrary to the requirements set out above according to the understanding of A-lehdet.

The Advertiser is responsible for the rights and user rights to the materials, as well as for ensuring that running or implementing the Campaign does not violate any copyrights, patents, intellectual property rights or any other rights or cause any damages. The Advertiser is responsible for obtaining all the rights referred to above and for costs arising from the exercise of the same. The Advertiser is responsible for any damages caused by the violation of any copyrights, patents, intellectual property rights or any other rights of third parties or other consequences thereof.

The Advertiser is responsible for providing the assistant responsible for content production with any special expertise or training that may be required by its cooperation

with A-lehdet, as well as for informing the assistant about any possible risks. In situations in which the Advertiser provides a third party with products, materials or related instructions for producing materials, A-lehdet is not liable to the Advertiser or third party related to these.

A-lehdet is not liable for any expenses borne by the Advertiser or a third person or any damages suffered by the Advertiser or a third person as a result violating the terms referred to above.

A-lehdet is entitled, at its discretion, to refrain from publishing Campaigns that are in breach of the provisions set out above, and A-lehdet is not responsible for any benefits that may be promised by the Campaigns.

A-lehdet shall not bear any responsibility if the Campaign cannot be published for production-related reasons. Furthermore, A-lehdet is not responsible for minor printing, layout or technical errors that do not affect the content of the Campaign and do not impair its advertising value. A-lehdet is not responsible for errors caused by deficiencies or errors in the materials delivered to A-lehdet.

If the delivered materials are defective, the Advertiser shall compensate A-lehdet for any costs incurred as a result.

A-lehdet is entitled to position the Campaign in the manner appropriate and expedient at the time. Any notices and claims must be made in writing within 8 days of the publication of the ad, the launch of the Campaign or the agreed publication date.

5. Data Protection

5.1. Targeting of Campaigns

The Advertiser may use cookies or other similar techniques only for measuring the impressions, reach and conversion of the Campaign and for targeting advertising related to the Campaign and further Campaign-specific targeting. In all other cases, the use of cookies or other similar techniques, or disclosing data from the Campaign to third parties or combining it with other data must always be agreed separately in writing with A-lehdet.

The Advertiser understands that when placing cookies under the terms of section 5, the Advertiser may process personal data. The Advertiser declares that it complies with the applicable legislation on personal data processing and data protection (including the laws that have been enacted in accordance with Directive 95/46/EC and Directive 2002/58/EC as amended and the General Data Protection Regulation 2016/679/EU (GDPR), hereinafter collectively referred to as "Data Protection Regulations"), as well as other applicable legislation in the Campaign, on their target pages, and in the use of advertising targeting techniques. In particular, the Advertiser declares that it has defined the legal basis, purposes and means of the processing of personal data in accordance with Data Protection Regulations and that it informs registered persons about the processing of personal data in accordance with the Data Protection Act.

If the Campaign is targeted according to a visitor's online behaviour, the Advertiser together with any possible subcontractors undertakes to observe self-regulatory principles, such as those laid down by the Interactive Advertising Bureau's (IAB)

European Framework for Online Behavioural Advertising and Transparency & Consent, as well as to take the necessary technical and other measures to implement these principles. In particular, the Advertiser undertakes to comply with the user's choices regarding the targeting of advertising.

If retargeting technology is utilised in the Campaign, the Advertiser shall remove the advertising tags used in the Campaign at the end of the Campaign. If the removal of advertising tags is delayed for a reason related to the Advertiser, the Advertiser shall pay to A-lehdet a penalty of 500 euros for each week that begins during the delay.

5.2. Terms and Conditions for Processing Personal Data

To the extent that A-lehdet handles the personal data of the Advertiser or the Advertiser processes the personal data of A-lehdet, the terms and conditions below shall apply unless otherwise agreed in writing between the Parties. The object, nature and purpose of the personal data processing, as well as the types of personal data and groups of data subjects, shall be described in the agreement between the Parties or before the processing of the data in the written instructions provided by the controller.

Unless otherwise agreed, the purpose of processing personal data is to target the Advertiser's Campaign on A-lehdet's websites. The duration of the processing is limited to the time required to store the data for the agreed Campaign. To the extent that the personal data of the Advertiser is used for targeting, the Advertiser shall act as the data controller and A-lehdet as the data processor. In this case, the data subjects are the users, customers and potential customers of the Advertiser's websites. To the extent that the targeting is based on data about the users of A-lehdet's websites or the advertising target groups based on use or customer data of A-lehdet's website, A-lehti shall act as the data controller and the Advertiser as the data processor. In this case, the data subjects are the users, customers and potential customers of A-lehti's websites.

The data processor undertakes:

- (a) to process personal data only for the purpose agreed upon by the data controller and in compliance with the applicable Data Protection Regulations;
- (b) to process the personal data of the data subjects only in compliance with the written instructions provided by the data controller in compliance with Data Protection Regulations;
- (c) to inform the data controller if the data processor considers that the data controller's written instructions to be in breach of Data Protection Regulations;
- (d) to ensure that persons handling personal data are bound by the appropriate confidentiality obligations;
- (e) to ensure appropriate protection of personal data in accordance with its own practices and the agreed requirements to ensure the confidentiality, integrity and availability of personal data;
- (f) taking into account the nature of the processing, to assist the data controller in fulfilling the obligation of the data controller to respond to requests concerning the exercise of the data subject's rights under Data Protection Regulations;

(g) to assist the data controller by reasonable means to ensure compliance with the data controller's obligations under Data Protection Regulations;

(h) at the end of the provision of processing services, to delete all personal data except where and to the extent that mandatory national or EU legislation applicable to the data processor requires the retention of personal data;

(i) to inform the data controller after having been informed of a personal data breach;

(j) to make available to the data controller the information necessary to demonstrate compliance with the obligations laid down in Data Protection Regulations;

(k) to permit and participate in inspections performed by the data controller or its authorised auditor; and

(l) to inform the data controller of requests for information by the authorities relating to the processing of personal data, unless this is contrary to mandatory regulations.

The data controller shall provide the data processor with general prior authorisation to use the services of another data processor. The data processor is responsible for the work of the subcontractors they use as their own. If the data controller has reasonable doubts about the subcontractor's ability to comply with Data Protection Regulations, the data controller is responsible for the use of the subcontractor in question. The data processor may use commercially reasonable measures to replace the subcontractor with another. If the subcontractor cannot be replaced by another, the Parties are entitled to terminate the Campaign without any liability.

The data controller accepts that the implementation of the agreed measures may require the transfer of personal data outside the EU/EEA. The data processor undertakes to ensure that transfers outside the EU/EEA are carried out using the legal data transfer mechanisms described in Data Protection Regulations.

Each Party shall be liable for any direct damage suffered by the other Party (including administrative fines imposed by the authorities, damages paid to the data subjects, and reasonable legal fees in relation to the foregoing) arising directly from the processing of personal data by the respective Party contrary to these terms and conditions or the obligations of Data Protection Regulations. Neither party is liable for lost operating profits or other indirect damages.

6. Campaigns by Competitors

In target media, the Campaigns of the Advertiser and the Advertiser's competitors may appear at the same time. Due to the confidential nature of customer relationships and the limited number of advertising spots, A-lehdet cannot provide advance information about the Campaigns run by competitors.

7. Prices, Discounts and Surcharges

Unless otherwise agreed between the Parties, the current price list of A-lehdet shall apply between the Parties and the current value added tax shall be added to the prices set in that price list.

A-lehdet reserves the right to amend the published prices. The price increase shall apply to all Campaigns starting after the date of the price increase unless A-lehdet has made another binding offer to the Advertiser. In such cases, the Advertiser is entitled to cancel or shorten the entire Campaign or any part thereof free of charge within 7 working days as of the date when the Advertiser was notified of the price increase in writing. If the price increases are due to legislative or regulatory measures, the Advertiser is not entitled to cancel or shorten the Campaign.

A-lehdet shall grant media and advertising agencies that satisfy the quality and operational criteria established by A-lehdet and whose volume within a contract year exceeds at least 20,000 euros net a discount in the range of 5–15%.

If A-lehdet and the Advertiser have signed an annual agreement, the discounts under such annual agreements shall be calculated applying the price of the purchased ads without VAT, less the discount agreed in the annual agreement. If the volume in euros agreed in the annual agreement is not achieved, A-lehdet is entitled to invoice the Advertiser for the excess discounts provided. No annual contractual discount shall be granted on the prices of inserts, product samples and digital content marketing campaigns.

A special discount awarded to new customers shall apply to Advertisers whose latest Campaign in the media of A-lehdet ended at least 18 months prior. The discount shall be valid for one month from the first ad impression.

8. Requirements and Charges for Materials, plus Inserts and Product Samples

8.1 Requirements and Charges for Materials

Advertising materials shall be delivered in a ready-to-use state. If materials are delivered in any other form, the Advertiser shall be invoiced for the costs related to producing the material.

8.2 Inserts and Product Samples

No annual contractual discount shall be granted on the prices of inserts and product samples. The Advertiser is responsible for ensuring that printed inserts are delivered to the printing house of the publication in question by the agreed deadline. A-lehdet shall invoice for expenses connected with preliminary handling of inserts that are packaged poorly or damaged during transport and for any resulting reduction in production efficiency. If the press run changes, the cost connected with extra inserts shall not be compensated. Any extra inserts shall be destroyed after binding unless otherwise agreed. The Advertiser is responsible for the costs of any possible returns.

9. Transfer of Agreement and Advertising Space

A-lehdet is entitled to transfer the Agreement between the Parties with their rights and obligations to another company belonging to the same group or to the company to which the operations related to the Agreement with A-lehdet are transferred in connection with a merger or acquisition. The Advertiser is not entitled to transfer the Agreement or booked advertising space to a third party without the prior written consent of A-lehdet.

10. Invoicing

Campaigns are invoiced according to the current price list of A-lehdet at the start of the Campaign. The implementation of Campaigns is monitored using figures generated by the advertising management system used by A-lehdet.

Unless otherwise agreed in writing between the Parties, the payment period is 14 days from the date of the invoice. Claims must be made within 8 days of the invoice date. A-lehdet is entitled to charge interest for late payment in accordance with the applicable Interest Act and reasonable collection costs.

11. Confidentiality

The terms and conditions of co-operation, other than those agreed by the Parties, including prices and discounts applicable to the general price list, shall be confidential. The Parties undertake to maintain the confidentiality of information received from the other Party that is either classified as confidential or otherwise understood to be confidential (including personal data received from the other Party). However, the confidentiality obligation shall not apply to information that:

(a) has been in the possession of the receiving party prior to receiving the same information from the other Party, and this information is not subject to confidentiality obligations;

(b) has been generally available or otherwise public provided that such information has not become public knowledge due to a breach of these terms and conditions by the receiving party;

(c) has been received from a third party and is not subject to confidentiality obligations;

(d) has been independently produced without the use of materials or information received from the other Party; or

(e) must be disclosed due to law, regulation or other authority or legal order.

12. Force Majeure

Campaigns are published and implemented subject to force majeure, meaning that A-lehdet is not liable for damages caused by unforeseen circumstances, such as strikes, technical failures, delays caused by subcontractors, and other such circumstances that are beyond the reasonable control of A-lehdet cannot be reasonably expected to affect or that are beyond the scope of influence of A-lehdet.

13. Compensation for Damages and Limitation of Liability

Unless otherwise stated above or in writing between the Parties, the Parties shall not be liable for indirect damages caused to the other Party. The liability of A-lehdet for direct damages is limited to the price of the purchased campaign. The limitation of liability referred to above does not apply if damages are caused intentionally or by gross negligence or by violating the provisions of section 5.1 of these Terms and Conditions.

14. Validity of Terms and Conditions and Agreement

These Terms and Conditions enter into force on 20 June 2018 and replace the previous terms and conditions for medial sales by A-lehdet. These Terms and Conditions are

valid until further notice. These Terms and Conditions shall apply to all Campaigns agreed upon publication of these Terms and Conditions, unless otherwise agreed in writing between the Parties. Section 5 also applies before the Terms and Conditions are published for agreed Campaigns to the extent that the Campaign continues after 25 May 2018, once the General Data Protection Regulation becomes applicable.

Unless otherwise agreed in writing between the Parties, the Agreement concerning the Campaign shall terminate without notice once the Campaign has been implemented. A fixed-term agreement is valid for a fixed period and terminates without notice on the last day of the term. For agreements that are valid indefinitely, both Parties may terminate the agreement in writing by giving three (3) months' notice.

An agreement between the Parties may be terminated with immediate effect if the other Party substantially violates the Terms and Conditions and has not corrected the infringement (if applicable) within 14 days of receiving notice or is declared bankrupt or is subject to restructuring, liquidation or insolvency.

15. Dispute Resolution

Any possible disputes between A-lehdet and the Advertiser that cannot be resolved amicably by agreement shall be resolved in accordance with the rules of the Arbitration Committee of the Central Chamber of Commerce. The Arbitration Committee shall include one arbitrator and the proceedings shall be held in Helsinki.