

Business Paper Print for Migros Retail Media

1. Scope and subject matter

- 1.1. This Business Paper Print sets out the specific terms and conditions for print advertising services within the Retail Media framework.
- 1.2. The subject matter relates, in particular, to the publication of advertisements and inserts in Migros Retail Media's print products.

2. Individual agreement

- 2.1. The individual agreement is concluded following an offer from the advertiser (e.g. by means of a purchase order) and subsequent written confirmation of the order by the provider (an email is sufficient).
- 2.2. The order confirmation refers to the currently valid terms and conditions and specifications, and includes any applicable discounts.

3. Cancellation, amendment and suspension by the advertiser

- 3.1. Any amendments, suspensions or cancellations must be made in writing (an email is sufficient).
- 3.2. Amendments, suspensions or cancellations are generally possible without incurring any costs up to the relevant booking deadline. Production costs already incurred (e.g. artwork preparation) will be invoiced.
- 3.3. After the booking deadline, any amendments, suspensions or cancellations are only possible by prior arrangement and will incur a charge.

4. Data submission and technical requirements

- 4.1. Advertising materials must be provided by the deadline and in accordance with the specified technical specifications.
- 4.2. Submission is generally carried out via the provider's designated systems (e.g. AdPortal).
- 4.3. The technical requirements and deadlines published by the provider shall be authoritative.
- 4.4. The provider is entitled not to publish advertising material that is submitted late or does not meet the technical requirements.
- 4.5. The provider does not, as a matter of principle, edit advertising materials. In exceptional cases, adjustments may be made for technical reasons; the advertiser will be informed of this.
- 4.6. Production documents created by the provider (e.g. reproduction/lithography data) remain the property of the provider or commissioned third parties.

5. Publication and placement

- 5.1. Requests regarding publication and placement are accepted on a no-obligation basis.
- 5.2. Fixed placements require an express agreement and may be subject to surcharges.
- 5.3. The provider is entitled to reposition advertising material for technical or production-related reasons.
- 5.4. If a confirmed placement cannot be honoured, the advertiser will be informed in advance wherever possible.

- 5.5. There is no entitlement to exclusivity.

6. Publication and content

- 6.1. Advertising material must be clearly recognisable as advertising and kept separate from editorial content. The provider may apply the relevant labels/markings.
- 6.2. Editorial content cannot be made a condition for the placement of advertisements.

7. Online use of print content

- 7.1. The advertiser grants the provider the right, subject to prior consent, to publish and technically edit advertisements on its own additional channels.
- 7.2. The advertiser acknowledges that content may be accessible worldwide, in particular due to the fact that e-papers can be accessed without territorial restrictions.

8. Proof

- 8.1. As a rule, a proof is not produced.
- 8.2. In exceptional cases where a proof is produced, the advertiser bears responsibility for the approved content even in the absence of any feedback.

9. Warranty and liability for print

- 9.1. The provider endeavours to ensure that the advertisements are displayed as accurately as possible.
- 9.2. No liability is accepted for deviations arising from the printing process, unsuitable print files or defects which do not significantly impair the advertising impact.

10. Specimen copies

Upon request, a reasonable number of specimen copies will be provided; additional specimen copies may be subject to a charge.

11. Right of reply

- 11.1. Requests for a right of reply shall, where possible, be handled in consultation with the advertiser.
- 11.2. The advertiser shall be obliged to participate in any such proceedings and to bear all costs incurred in connection therewith.