

Business Paper Online for Migros Retail Media

1. Scope and subject matter

- 1.1. This Business Paper Online sets out the specific terms and conditions for online advertising services within the Retail Media framework.
- 1.2. The subject matter is, in particular,
 - the placement of advertising material on the provider's websites,
 - the placement of advertising material in newsletters or on social media channels.

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, postponement and suspension by the advertiser

- 3.1. Any amendments, suspensions, postponements or cancellations of advertisements must be made in writing (an email is sufficient); the date of receipt by the provider shall be authoritative.
- 3.2. Cancellations made up to three (3) working days before the start of the campaign are free of charge; after that, the full fee is payable.
- 3.3. Amendments, suspensions and rescheduling are only possible subject to availability, and the full fee remains payable in all cases.
- 3.4. For work that has not been published but has already been carried out, the work involved will be invoiced.

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. The technical requirements and deadlines published by the provider are authoritative.
- 4.3. The provider is entitled not to publish advertising material that is delivered late or does not meet the technical requirements.
- 4.4. The provider is entitled at any time to:
 - request amendments to advertising materials;
 - reject or suspend advertising materials or advertising contracts.

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 markings.
- 6.2. Editorial content cannot be made a condition for the placement of advertising material.

7. Online use

- 7.1. The advertiser grants the provider the right, subject to prior consent, to publish and technically edit advertisements on its own or third-party online channels.
- 7.2. The advertiser acknowledges that content may be accessible worldwide.

8. Right of reply

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

9. Warranty and liability

- 9.1. The provider endeavours to ensure that the implementation is technically flawless, but cannot guarantee uninterrupted system availability or error-free reproduction.
- 9.2. In particular, no liability shall arise in the following cases:
 - Minor defects.
 - Technical faults in networks or systems.
 - Inappropriate devices or software.
- 9.3. In the event of significant disruptions, the provider may:
 - Make a subsequent delivery.
 - Extend the term.
- 9.4. Any further claims are excluded.

10. Measurement

Where measurement systems are used for an advertising placement, only those of the provider are relevant.