

Business Paper Onsite Ads for Migros Retail Media

1. Scope and subject matter

- 1.1. This Business Paper Onsite Ads sets out the specific terms and conditions for onsite advertising services within the Retail Media framework.
- 1.2. The subject matter relates in particular to the display of sponsored product ads and sponsored display ads on Migros Retail Media's digital 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.
- 2.3. The display period for onsite ads is specified in the order confirmation.
- 2.4. All information regarding display dates, contract terms and advertising services will be communicated separately by Migros Retail Media.
- 2.5. If the start date of the campaign is specified as a calendar week, it will generally commence on a Monday; otherwise, it will be arranged in consultation with the advertiser in accordance with the sales documentation.
- 2.6. We reserve the right to make exceptions in the case of public holidays.

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 deadline for acceptance. Production costs already incurred will be invoiced.
- 3.3. After the deadline for acceptance, 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 produced and supplied by the advertiser at its own expense, in a timely manner and in accordance with the specified technical requirements, in particular in accordance with the specifications set out by Migros Retail Media.
- 4.2. Delivery is generally carried out via the provider's designated systems.
- 4.3. Advertising materials for onsite ads must be supplied no later than 14 days before the go-live date, unless otherwise specified in the individual agreement or the specifications.
- 4.4. The provider is entitled not to publish advertising material that is delivered late or does not meet the technical requirements, quality criteria or production specifications.
- 4.5. The provider does not, as a matter of principle, edit advertising materials.
- 4.6. In exceptional cases, adjustments may be made for technical reasons; the advertiser will be informed of this.
- 4.7. Failure to supply the digital advertising material, or the supply of material that does not meet the requirements, shall not result in any change to the display time.
- 4.8. Any loss or damage resulting from a delayed, failed or defective delivery shall be borne exclusively by the advertiser.

- 4.9. The display fee and any applicable charges shall remain due and payable in full, notwithstanding that, for any of the aforementioned reasons, the display may no longer take place or may take place only in part.

5. Marking/labelling of advertising materials

- 5.1. Migros Retail Media is entitled to mark/label onsite ads as paid advertising, in particular by adding the words “Sponsored”, “Advertisement” or similar notices.
- 5.2. Migros Retail Media is also entitled to distinguish Onsite Ads from editorial content and to identify the party on whose behalf and for whose account the advertising is displayed.

Section A – Sponsored product ads (SPA)

6. Subject matter of the contract

- 6.1. The purpose of the SPA booking is to ensure the preferential placement of the advertiser’s products within product searches and product listings on Migros.ch and in the Migros app, irrespective of the criteria that would otherwise determine the order in which products are displayed.
- 6.2. The display of the SPA is directly linked to navigation (browsing), search terms (keywords) or the product the customer is viewing.
- 6.3. Depending on the search term and the resulting organic search results, or the product being viewed, an advertisement featuring relevant products is displayed as an SPA.

7. Booking requirements

- 7.1. The SPA booking service is available only to advertisers who are also suppliers with existing business relationships with the Migros Group.
- 7.2. Migros Retail Media is entitled to suspend the display of SPAs without giving notice if the advertiser breaches any of its obligations under the supplier agreement.

8. Billing arrangements

- 8.1. The advertising budget is billed in accordance with the agreed CPC model.
- 8.2. When placing an order, the advertiser sets a fixed advertising budget, from which the costs of running the individual SPAs are deducted.
- 8.3. Once the advertising budget has been used up, no further SPAs from the advertiser will be displayed.

Section B – Sponsored display ads (SDA)

9. Subject matter of the contract

- 9.1. SDAs are digital advertising placements on the online channels of companies within the Migros Group, particularly in the online shop and in mobile apps.
- 9.2. The advertising materials are displayed in designated advertising spaces within these channels and are used to promote the client’s products, brands or product ranges.

10. Application, functionality and formats

- 10.1. The SDA campaigns are delivered by Migros Retail Media or its technical service providers on the agreed advertising spaces.

- 10.2. Advertisements may be placed on category pages, search results pages, product detail pages, home pages and other page sections defined by Migros Retail Media. Entitlement to a specific placement shall only arise if this has been expressly agreed in the contract.
- 10.3. Advertising material is displayed on the basis of automated targeting and optimisation mechanisms, using usage, search, browsing, transaction and contextual data made available by Migros Retail Media.
- 10.4. Migros Retail Media determines the specific implementation of the campaign within the agreed campaign parameters.

11. Billing arrangements

- 11.1. Unless otherwise agreed, payment shall be made on the basis of the number of advertising impressions actually delivered, in accordance with the agreed cost-per-mille (CPM) principle.
- 11.2. The performance data measured and reported by the Migros Retail Media systems form the basis for invoicing.