

2019 SALES TERMS FOR ADVERTISING

1. Cinema advertising contract: FinnkinO Oy has the right to make an offer of the advertisement slot to another party as long as the client has not confirmed the offer to FinnkinO. The contract is valid, when buyer or its representative in written or in other proven way confirms the offer made. In the cinema campaign order, the advertised product or service, start and end date, advertiser, and the price of the campaign are specified.

2. Running campaigns as agreed in the contract:

A) **Promotions:** The campaigns start and ending are separately defined in the offer and the confirmation. FinnkinO is responsible for the promotion spot being free for the client before the agreed campaigns start.

B) **Digital Lobby advertisement:** The Campaigns start and ending is separately defined in the offer and confirmation. FinnkinO guarantees the minimum of screens and from the OTC contact potential FinnkinO guarantees 90%, thus FinnkinO has the right to sell part of the screens as dominance for other advertisers.

C) **Online advertising:** FinnkinO may use partner to handle online advertisements on finnkinO.fi. Online contacts that are agreed on contact based pricing have contact guarantee 100%. If contact guarantee is not met during the agreed time period, campaign can be continued if both parties agree. Contacts can also be used in another campaign, but in that case the amount of guaranteed contacts cannot exceed 50% of total contacts.

D) **On-Screen advertising:** On-screen contacts that are agreed on contact based pricing and have at least 150.000 contacts have contact guarantee 100%. If contact guarantee is not met during the agreed time period, campaign can be continued if both parties agree. Contacts can also be used in another campaign, but in that case the amount of guaranteed contacts cannot exceed 50% of total contacts.

3. Cancelling or moving the campaign: If advertiser wishes to cancel the campaign earlier than six (6) weeks before the campaign, FinnkinO charges 20% of the net-price of the campaign. If campaign is cancelled later than six weeks before the start of campaign, full campaign net-price is invoiced. Campaign cancellation must be done in written. Moving the campaign is possible as long as the campaign net remains at least the same and if FinnkinO has free capacity during the desired time.

5. Billing: The campaigns bills are sent on the start-date of the campaign. Notices need to be done within ten (10) days after billing.

6. Terms of payment: The terms of payment is 14 days net, unless mentioned otherwise. If the payment is delayed, interest is set according to law (633/1982)

7. Delivery of advertisements: The client needs to deliver advertisement material according to FinnkinO's additional instructions. Campaign start can be moved if material cannot be handled before its original start. Changes in advertisement delivery always need to be informed and arranged separately.

9. Content of advertisements: FinnkinO Oy is committed together with its partners to monitor advertisements and if necessary to remove the advertisements if they are generally considered as offensive and not suitable to be presented in the cinema environment. Advertising should obey standards agreed by Council of Ethics in Advertising. If the customer's campaign need to be terminated for these reasons, FinnkinO Oy is not obliged to refund any of the losses to advertiser.

10. Usage of Subcontractors: FinnkinO Oy has the rights to use subcontractors to present campaigns.

13. Force majeure: Advertisements will be displayed except for reasons of force majeure, which means that FinnkinO is not liable to indemnify the Advertiser for any unforeseeable events such as strikes, technical disruptions, delays by subcontractors or some other similar contingency beyond FinnkinO's control and not arising from any action taken by FinnkinO.

14. Damages and limitation of liability: The parties are not liable to indemnify each other for indirect loss or damage. FinnkinO's liability for direct loss or damage is limited to the price of the purchased campaign. The aforementioned limitations of liability shall not be applied if the loss or damage arises from wilful or gross negligence or a breach.

20. Transfer of Agreement and advertising space: FinnkinO has the right to assign the Agreement and the rights and obligations deriving from it to another company within Odeon Cinemas Group and, upon the sale of business operations or some other restructuring activity, to the company to which the business operations relating to the Agreement are transferred. The Advertiser does not have the right to assign the Agreement or the advertising space it has reserved to a third party without the prior written consent of FinnkinO.

21. Disputes: Disputes between FinnkinO and the Advertiser that are not resolved through negotiations shall be settled in the District Court of Helsinki. FinnkinO reserves the right to amend these conditions of sale.