

2022 Sales terms for advertising

Finnkino Oy reserves the right to change and update the terms of these sales terms and terminate the customer's campaign and all other agreements entered into with the customer without prior notice or responsibility for damages, if the customer is in breach of these sales terms. The customer is responsible for all damages to Finnkino Oy, or the users of Finnkino Oy's services caused by the customer's breach of these sales terms. The sales terms, as they are in force from time to time are available at [elokuva-mainonnan-myyntiehdot-2022.pdf \(finnkino2b.fi\)](#).

Finnkino Oy reserves the right to amend its prices.

Advertising time is sold impartially to all advertisers, advertising and media agencies and other organizations for named customers and products, who agree to comply with the general principles and legal requirements for advertising and with Finnkino Oy's sales terms.

CAMPAIGN: Campaign refers to an entity of one channel which is booked all at once and which is used for advertising the same product or service.

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 the 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 is specified.

RUNNING CAMPAIGNS AS AGREED IN THE CONTRACT:

- A) On-screen advertising:** The campaigns start date is separately defined in the offer and in the confirmation. The estimated end date of the campaign is defined in the offer and in the confirmation, but can be stopped by Finnkino if the contact guarantee has been reached before the estimated end date. Finnkino may distribute the advertising in national campaigns to its partner theaters within the Finnkino media cinema network. Advertising is not automatically shown in each screening. Finnkino has the right to optimise the campaign in its own and in partner theaters screenings as long as the contact guarantee is reached.
- B) 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.
- C) 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.
- D) ONLINE ADVERTISING:** Finnkino may use a partner to handle online advertisements on finnkino.fi. Online contacts that are agreed on contact-based pricing have a contact guarantee of 100%. If the contact guarantee is not met during the agreed time, a 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.

CANCELLING THE CAMPAIGN: If an advertiser wishes to cancel the campaign earlier than four (4) weeks before the campaign, Finnkino charges 20% of the net-price of the campaign. If a campaign is cancelled later than four (4) weeks before the start of a campaign, a full campaign net-price is invoiced. A campaign cancellation must be done in written form. Advertiser cannot move the contract to apply other products or services of Finnkino.

CONTACT GUARANTEE: On-screen contacts that are agreed on contact-based pricing and have at least 150.000 contacts have a contact guarantee of 100%. If the contact guarantee is not met during an agreed time period, a 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. If contact guarantee is not met the remaining contacts are never refunded. Cinemagame campaigns are not within the contact guarantee.

BILLING: Campaign invoice is sent on the start-date of the campaign. Notices need to be done within ten (10) days after billing.

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

DELIVERY OF ADVERTISEMENTS: The client needs to deliver the advertisement material according to Finnkino's additional instructions. A campaign start can be moved by Finnkino without any reimbursement if material cannot be handled before its original start date. Changes or delays in advertisement delivery always need to be informed and arranged separately.

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 a customer's campaign needs to be terminated for these reasons, Finnkino Oy is not obliged to refund any of the losses to the advertiser.

USAGE OF SUBCONTRACTORS: Finnkino Oy has the right to use subcontractors to present campaigns.

DAMAGES AND LIMITATION OF LIABILITY: Finnkino Oy is not liable for any indirect loss or damage. The aforementioned limitations of liability shall not be applied if the loss or damage arises from willful or gross negligence or a breach

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.

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 the 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.

FINNKINO Oy, www.finnkinob2b.fi/mediamynti, Mannerheimintie 113, 00280 Helsinki, Finland, P.O. Box 19, mediamynti@finnkino.fi