

CONDITIONS OF SALES

Updated 29.12.2022

CHANGES TO THE TRANSFER AND CANCELLATION PRACTICES CAUSED BY CORONA - IN VALID UNTIL FURTHER

TRANSFER OR CANCELLATION OF THE CAMPAIGN IF THE CENTER/ ENVIRONMENT IS CLOSED

If the campaign confirmed by the customer has to be canceled because the environment in question; ports, golf courses, adventure parks, ski resorts, City Digital, Shopper or train stations, the campaign can be carried out even partially during the intended campaign period, the customer can cancel or postpone the campaign in full without a separate charge. Such a situation could be one where the center or environment is completely closed to visitors, e.g. by order of the authorities. Possible accrued campaign production costs and campaign preparation fees will be charged according to actuality.

FREE TRANSFER AND CANCELLATION OF THE CAMPAIGN

The customer can cancel a booked campaign free of charge no later than two weeks before the agreed start of the campaign. Mediateko can invoice the customer for campaigns canceled after this. The campaign can also be moved free of charge no later than two weeks before the start of the campaign.

SUSPENSION OF THE CAMPAIGN DUE TO CIRCUMSTANCES OTHER THAN MEDIATEKO OY

If the ongoing campaign in the aforementioned environments is interrupted due to the closure of the center caused by the corona, Mediateko will reimburse the customer for the difference between the contact target in the media campaign plan and the actual contacts. The refund is made to the same environment and destination where the original campaign was implemented.



1 RENTAL AGREEMENT OF ADVERTISING PLACE

The specified advertising places within the quotes are subject to availability, therefore Mediateko Oy reserves the right, irrespective of the quote, make an agreement of the specified advertising place with a third party, as long as the recipient of the quote has not informed Mediateko Oy about the acceptance of the quote. The agreement is considered to be concluded when the buyer or his representative confirms the acceptance of the quote in writing or other verifiable way.

2 CANCELLATION OF THE AGREEMENT

In the case of buyer cancellation while the campaign is under agreement, Mediateko Oy will invoice the buyer 20 % of the price of the cancelled agreement. If the buyer cancels the campaign under the agreement later than twelve (12) weeks before the beginning of the advertising campaign, Mediateko Oy will invoice the buyer the total price of the agreement. The cancellation must be done in writing.

3 PRICES AND INVOICING

Mediateko Oy has the right to change the prices of the agreement at the beginning of a new agreement period. Mediateko Oy will inform the buyer about price changes before the beginning of a new agreement period. Then, the buyer has the opportunity to terminate the agreement at the end of the agreement period. If the agreement is not terminated, Mediateko will send an invoice at the beginning of the new agreement period according to the new prices. Mediateko charges an invoicing surcharge of 8 euros per invoice.

4 TERMS OF PAYMENT

The term of payment is fourteen (14) days net from the beginning date of the campaign, unless otherwise agreed. Penalty interest on the late payment will be charged according to the interest law (633/1982) in force.

5 DELIVERY OF ADVERTISING MATERIAL

Finalized advertising materials for the digital media should be delivered at least three (3) working days before the beginning date of the campaign. Print materials for the standardized media equipment should be delivered ten (10) working days before the beginning date of the campaign. Print materials for special ad places (e.g. gondolas, chair lifts) should be delivered to Mediateko at least fifteen (15) working days before the beginning date of the campaign. The mounting schedule for the advertising places can change + / – 48 hours, for reasons independent of Mediateko Oy, such as: maintenance work, traffic arrangements, weather, or other reasons. If the customer has



the advertising material printed himself, the customer is responsible for delivering the material freely to the advertising locations of the campaign ten (10) working days before the beginning date of the campaign. If the advertising material differs from the standards of Mediateko Oy and therefore causes additional costs, the customer is responsible for those costs. If the advertising material is delivered later than the dates mentioned above, Mediateko Oy will neither guarantee their mounting in time, nor is obliged to compensate the advertising time lost or to perform other compensation for the delay. The customer is responsible for that the materials delivered do not differ from the material instructions. If digital materials are delivered after the delivery date mentioned above, and they do not comply with the material instructions, Mediateko Oy has the right to charge the customer for the costs caused by editing or converting of the material.

6 CAMPAIGN PERIODS

In seasonal products, the duration od the campaigns may vary depending on the geographical location of the object, the change of seasons, and the opening hours of the objects.

7 DAMAGE TO THE ADVERTISING MATERIAL

If the material of the customer breaks down during the campaign, Mediateko will be responsible for the costs caused by production and mounting of the new material concerning that campaign.

8 CONTENT OF ADVERTISING

In outdoor advertising, the international basic rules of advertising are in force, solutions made by Central Chamber of Commerce and The Council of Ethics in Advertising, and the precedents given by product control of the social and health care, should be taken into account. Advertising should not be contrary to good practice. In the agreements concluded with partners and authorities, Mediateko Oy is committed to removing offending advertisements from its media, if required. If a customer campaign must be interrupted for these reasons, Mediateko Oy is not obliged to compensate costs or losses caused by this to the customer.

9 LIMITATION OF LIABILITY

Mediateko Oy is not liable to the customer for any indirect or consequential damages, such as lost profit or third party requirements. Limitation of liability does not apply to damages caused intentionally or by gross negligence.

Mediateko Oy has the right to deviate by a maximum of +/- 7% in the number of advertising



contacts, number of repetitions or advertising surfaces in relation to what was agreed in the contract. The number of advertisinf surfaces may increase due to, for example, new contracts or decrease due to, for example, maintenance work, technical problems, traffic arrangement or other reasons.

10 FORCE MAJEURE

Mediateko Oy is not responsible for delays and damages caused by force majeure. As such is regarded a reason that is beyond the control of Mediateko Oy and that cannot reasonably be required to take into consideration when concluding the agreement, and that prevents Mediateko Oy from fulfilling its obligations under the agreement, without Mediateko Oy being able to remove such an obstacle by reasonable efforts or costs. As force majeure is regarded in force in the case of: war, rebellion, internal riot, labour dispute, natural catastrophe, fire, import ban or another act of the authority, interruption of public transport or energy distribution. In addition, any Strike, blockade, boycott or another industrial action is regarded as force majeure also when the contracting party itself is a target of it or involved in it. Force majeure encountered by a subcontractor of Mediateko Oy is also considered to be a reason for discharge from responsibility, if subcontracting cannot be purchased elsewhere without unreasonable costs or essential delay.

11 TRANSFER OF AGREEMENT

Mediateko Oy has the right to transfer any agreement made with the customer with its rights and obligations to another company.

12 ILLUMINATION AND ACTIVE TIME

If the advertising surface is digital or illuminated, Mediateko Oy is not responsible for any disruption in the distribution of electricity or in Internet connections.