



# TERMS AND CONDITIONS OF SALE

2023 radio / television / online





# STER TERMS AND CONDITIONS OF SALE

The Ster Terms and Conditions of Sale, the General Terms and Conditions and the 2023 Purchase Brochure, as well as the rates and indices published by Ster (periodically) at the website ([www.ster.nl](http://www.ster.nl)) apply to all our agreements for radio, television and online. On the stated website you will also find the delivery specifications for radio, television and online.

This translation is being provided for the user's convenience only. The original Dutch text will be binding and will prevail in the event of any discrepancy or conflict between the original and its English translation.

## GENERAL

### ARTICLE 1 DEFINITIONS

In these Terms and Conditions of Sale the definitions from the General Terms and Conditions are used, unless they are deviated from in these Terms and Conditions of Sale. Additionally, the following are taken to be understood as:

- ▶ **“Alcohol”**: Purchase option offered in the Purchase Brochure, whereby the Contracting Party may apply for Advertising Space between 9pm and 2am under the conditions and in the manner defined in the Terms and Conditions for Advertising Space, under the proviso that the Commercial is intended for the promotion of a product or service of the Advertiser that relates to an alcoholic beverage.
- ▶ **“Banner/Display”**: A Message of General Public Interest in the text and/or graphics section of the Ster network.
- ▶ **“Bonus Broadcasting Time”**: Advertising space for the Broadcast of Commercials in an Advertising Block offered to the Contracting Party by Ster, without the Advertiser owing additional financial compensation to Ster for this.
- ▶ **“Broadcast/Placement Value”**: The total of the amounts due and paid by the Contracting Party to Ster for the effective Broadcast/Placement by Ster of commercials per Advertiser in a calendar year.
- ▶ **“Campaign”**: All Advertising Space to be purchased from Ster within a certain period for the promotion of one specific brand, product, and/or service of the Advertiser.
- ▶ **“Channel”**: A selection of websites or video/audio clips compiled by Ster based on Target Group or context.
- ▶ **“CPM (Cost Per Mille)”**: Rate per 1,000 Impressions.

- ▶ **“Custom Stopper”**: The Stopper purchase option, on the understanding that the Contracting Party under the conditions and in the manner as defined in the Terms and Conditions may exclude or select channels and periods for the Broadcast/Placement of the Commercial.
- ▶ **“Day & Night Time”**: Purchase option offered in the Purchase Brochure, whereby the Contracting Party applies for Advertising Space outside of the Prime Time period under the conditions and in the manner defined in the Terms and Conditions for Advertising Space.
- ▶ **“Direct deals”**: The manual trading of Advertising space on the Ster network, whereby an Agreement between Ster and Contracting Party is established.
- ▶ **“Early Request”**: Application for Advertising Space received by Ster before or on the Initial Application deadline.
- ▶ **“Errors”**: All cases in which a Message of General Public Interest cannot be Placed on the Ster network through the actions of Contracting Party or Advertiser.
- ▶ **“Fixed costs per spot”**: Purchase option offered in the Purchase Brochure, whereby Contracting Party applies for Advertising Space under the conditions and in the manner described in the Terms and Conditions at payment of a fixed amount per Broadcast/Placement of a Commercial (and therefore not on the basis of GRPs).
- ▶ **“Game of Chance”**: Purchase option offered in the Purchase Brochure, whereby the Contracting Party may apply for Advertising Space between 7pm (or 9pm) and 6am under the conditions and in the manner defined in the Terms and Conditions, under the proviso that the Commercial is for the promotion of a product or service of an Advertiser that is a Game of Chance within the meaning of the Betting and Gaming Act (WKS).
- ▶ **“GRP Settlement”**: The determination per Broadcasting Cycle of the amount owed by the Contracting Party to Ster pursuant to Agreements.
- ▶ **“Impression”**: A Placement of a Message of General Public Interest to a Visitor.
- ▶ **“Initial Application deadline”**: Final date upon which an Early Application for Advertising Space may be made, as published annually at [www.ster.nl](http://www.ster.nl).
- ▶ **“Joint Advertising”**: A form of advertising, whereby two advertisers jointly promote their products or services in one Commercial and whereby there is a main advertiser (more prominent in the Commercial) and a secondary advertiser (less prominent in the Commercial).
- ▶ **“Message of General Public Interest”**: Purchase option offered in the Purchase Brochure whereby Contracting Party may place pre-rolls and banners under the conditions and in the manner described in the Terms and Conditions.
- ▶ **“Multi-medial Volume Discount”**: The volume discount referred to in Article 2 of these Terms and Conditions of Sale that applies per calendar year and which the Contracting Party may claim when purchasing certain volumes of Advertising Space.
- ▶ **“Net Basic Rate”**: The net basic rate for the purchase of Advertising Space and the Broadcast/Placement of one or more Commercials in such Advertising Space, as stated for the various purchase options in the Purchase Brochure and at [www.ster.nl/](http://www.ster.nl/).
- ▶ **“Overscore”**: Realisation of more GRPs per purchase option from the Purchase Brochure than the number of GRPs accruing to the Advertiser based on the (value of the) Advertising Space applied for by the Advertiser within that purchase option.
- ▶ **“Preference position”**: Purchase option offered in the Purchase Brochure, whereby Contracting Party applies for Advertising Space under the conditions and in the manner described in the Terms for a specific position within a certain Advertising Block.

- ▶ **“Premium”**: Purchase option offered in the Purchase Brochure, whereby Ster endeavours to realise a spreading of the GRPs across various TV channels of the national public media service and/or over time under the conditions and in the manner as laid down in the Terms and Conditions.
- ▶ **“Pre-roll/Video”**: A Message of General Public Interest of up to 36 seconds that is Placed on the Ster Network.
- ▶ **“Prime Time”**: Purchase option offered in the Purchase Brochure, whereby the Contracting Party applies for Advertising Space for Broadcast/Placement between 6pm and midnight under the conditions and in the manner defined in the Terms and Conditions.
- ▶ **“Spot”**: Indication used in the Purchase Brochure for a Commercial that is intended to be Broadcast on radio/television.
- ▶ **“Spreading”**: Purchase option offered in the Purchase Brochure, whereby Ster endeavours to, under the conditions and in the manner defined in the Terms and Conditions, achieve a distribution of the GRPs across various channels of the national public media service (channels) and/or in time.
- ▶ **“Ster Time”**: Purchase option offered in the Purchase Brochure, whereby Contracting Party applies for Advertising Space, under the conditions and in the manner as defined in the Terms and Conditions, and Ster Broadcasts/Places Advertiser’s Commercial in accordance with the Terms and Conditions at a time to be determined by Ster.
- ▶ **“Stopper”**: Purchase option offered in the Purchase Brochure, whereby Contracting Party may Apply for Advertising Space under the conditions and in the manner defined in the Terms and Conditions at a relatively low Index and only without Spreading and whereby the Commercial of Advertiser is scheduled by Ster shortly before the moment of Broadcast/Placement and after scheduling of the other purchase options.
- ▶ **“Transition index (add radio index provision)”**: The index published by NMO for the purpose of the transition from the old to the new coverage research that is applied to the net basic rate.
- ▶ **“Underscore”**: Realisation of fewer GRPs per purchase option from the Purchase Brochure than the number of GRPs accruing to the Advertiser based on the (value of) the Advertising Space applied for by the Advertiser within that purchase option.
- ▶ **“VAST Tag”**: A Video Ad Serving Template Tag is a standardised code that is placed on websites and in apps of publishers of Advertising Space and that enables communication between the ad server and the video player.
- ▶ **“Visitor”**: A natural person who visits the Ster network.
- ▶ **“Your Time (Fixed)”**: Purchase option offered in the Purchase Brochure, whereby the Contracting Party applies for Advertising Space for a specific Advertising Block (with adult target group) under the conditions and in the manner defined in the Terms and Conditions.
- ▶ **“Your Time Current News Spot”**: Purchase option as stated in the Terms and Conditions of Sale, whereby Contracting Party applies for Advertising Space under the conditions and in the manner described in the Terms and Conditions, for a Commercial that responds to current events and which Commercial may be submitted up to two hours prior to the start of the Broadcast/Placement.
- ▶ **Your Time Hotspot**: Purchase option, whereby Contracting Party applies for a specific Advertising Block under the conditions and in the manner defined in the Terms and Conditions, and this Application for the sale/reservation of Advertising Space takes precedence over other purchase options (with the exception of the purchase option Roadblock in the event it has also been applied for before the Initial Application Deadline).

- ▶ **Your Time Hotspot and Preference Position:** A Purchase Option, whereby Contracting Party applies for Advertising Space for a specific Advertising Block and a specific position within this block under the conditions and in the manner defined in the Terms and Conditions and this Application takes precedence over other purchase options (with the exception of the purchase option Roadblock in the event it has also been applied for before the Initial Application deadline).
- ▶ **Your Time Variable:** Purchase option offered in the Purchase Brochure, whereby Contracting Party applies for Advertising Space in a specific Advertising Block (with adult target group) under the conditions and in the manner described in the Terms and Conditions and Ster Broadcasts/Places Advertiser's Commercial in that same specific Advertising Block in accordance with the Terms and Conditions, and whereby all GRPs are charged to the Contracting Party and no offset will take place against other packages in that same month.

## ARTICLE 2 DISCOUNTS

**Paragraph 1** If and when Contracting Party is entitled to a discount, then this discount is set off against the indices (discounts and surcharges) that apply at spot level.

*For example: The surcharge market index is directly set off against a Logical Share discount, the balance of which is then incorporated in the spot rates.*

## ARTICLE 3 MULTI-MEDIAL VOLUME DISCOUNT

**Paragraph 1** Under the terms and conditions included in this article 2, Contracting Party may claim a Multi-medial Volume Discount on the Net Basic Rate. The following tiered discount applies:

- ▶ **Volume Discount Tier 1**

Broadcast/Placement value from €0 to €500,000 ex VAT: 0% discount

- ▶ **Volume Discount Tier 2**

Broadcast/Placement value from €500,000 to €1,000,000 ex VAT: 3% discount

- ▶ **Volume Discount Tier 3**

Broadcast/Placement value from €1,000,000 to €1,500,000 ex VAT: 4% discount

- ▶ **Volume Discount Tier 4**

Broadcast/Placement value from €1,500,000 ex VAT: 5% discount

**Paragraph 2** If and when the Broadcast/Placement value in a current calendar month exceeds the lower limit of a volume discount tier from Paragraph 1, it gives rise to the right of Contracting Party to the Multi-medial Volume Discount belonging to such volume

discount tier from the first day of the next calendar month up to and including the last calendar month of the current calendar year. This volume discount is deducted from the Rates by Ster. The Multi-medial Volume Discount applies per calendar year; Contracting Party cannot derive any rights from or lay claim to a Multi-medial Volume Discount based on the Broadcast/Placement Value from an already completed calendar year.

**Paragraph 3** Ster's administration is the guiding principle for the calculation of the Broadcast/Placement Value per Advertiser.

**Paragraph 4** The Multi-medial Volume Discount will be cancelled if the Contracting Party has failed to pay amounts due to Ster within the payment term specified in Article 12 Paragraph 1 of the General Terms and Conditions. Contracting Party can once again claim the Multi-medial Volume Discount in a calendar year from the first day of the next calendar month if and when no invoices are still outstanding of which the payment term has expired and the Contracting Party has also otherwise fulfilled the provisions of this article 2.

**Paragraph 5** The Broadcast/Placement Value is a value that is calculated per Advertiser. When calculating the Broadcast/Placement Value it is therefore not possible to add up the amounts paid and due to the Ster for the Commercials of various Advertisers effectively Broadcast/Placed by Ster in a calendar year, with the exception of the provisions in Paragraph 6.

**Paragraph 6** In the calculation of the Broadcast/Placement Value, Ster also takes the direct group links of the Advertiser to be understood as Advertiser. Ster takes a group to be understood as an economic unit as referred to in article 2:24b of the Dutch Civil Code. At the first request of Ster Advertiser will demonstrate to the satisfaction of Ster that a group link exists and provide a list of the group companies that belong to the group. If and when during the calendar year amendments take place in the group link – for example when a group company (or a part thereof) is taken over by a competitor – Contracting Party will inform Ster thereof forthwith. In the event of amendments in the group link Ster shall not set off discounts retroactively.

**Paragraph 7** If and when the Contracting Party is an Agency that acts in its own name on behalf of the Advertiser Contracting Party guarantees that it will provide the Advertiser access to the Agreement(s) and that it will exercise full transparency with regard to the Multi-medial Volume Discount with respect to the Advertiser. At the request of the Advertiser, Ster may at any time provide access to or provide a copy of the Agreement(s) relating to Commercials of Advertiser. Ster may furthermore if so requested provide Advertiser with information regarding the amount of the Multi-medial Volume Discount offered to the Contracting Party.

## **ARTICLE 4 SALE/RESERVATION OF ADVERTISING SPACE AND DISCOUNT SCHEME FOR EARLY REQUEST**

**Paragraph 1** In the sale/reservation of Advertising Space in Advertising Blocks (on radio and television), purchase options included in the Purchase Brochure that provide for the

specific purchase of Advertising Space are in principle given precedence over the general Purchase options in the Purchase Brochure. Ster applies an Initial Application deadline for the submission of Applications per Broadcasting Cycle (with the exception of online/ the Ster network). Early Applications take precedence over Applications within the same purchase option that was received by Ster after the Initial Application deadline. Early Applications with the same purchase option stated are treated mutually equally and take no precedence over one another. If and when insufficient Advertising Space is available, or Applicants have applied for the same position in the Ster Block, Ster shall consult with the competing applicants in order to arrive at a solution that is acceptable to all parties. If and when this consultation does not lead to agreement, Ster will determine by lot, if so desired in the presence of the competing applicants, for which party the Application will be honoured.

**Paragraph 2** Ster reserves the right to set further rules of precedence at its own discretion or to deviate from stipulated rules.

## **ARTICLE 5 MARKET INDICES AND DISCOUNT SCHEMES FOR EARLY REQUEST**

**Paragraph 1** On the day following the Initial Application deadline Ster determines a Market Index for the Broadcast/Placement of Commercials on television per Broadcasting Cycle and per medium type. The Market indices have a bandwidth of 80 to 110 and are applied to the net (basic) rates as stated in the Purchase Brochure and also apply to the Purchase Option Fixed Costs per Spot.

**Paragraph 2** For radio and online/the Ster Network Ster determines a Market Index for the Placement of Commercials or online Messages of General Public Interest at the latest four weeks prior to the Broadcast/Placement cycle. The Market indices for Video and Display may deviate and are published simultaneously. The bandwidth stated in paragraph 1 of this article does not apply to online/ the Ster network.

**Paragraph 3** A Market Index of a maximum of 100 applies to an Early Request on television radio and online/the Ster network. This means that when the Market Indices are determined at a value lower than 100 after the Initial Application deadline, this lower Market Index will be applied to the Early Request, but in the event a Market Index is determined higher than 100, a Market Index of 100 is applied to the Early Request.

**Paragraph 4** If and when Contracting Party, after the Initial Application deadline, moves in excess of 25% of the total net value of its Applications for the Broadcasting Cycle from the period up to and including the Initial Application deadline to outside the relevant Broadcasting Cycle, the rights to a Market Index of a maximum of 100 for the moved part of the Applications in excess of the stated percentage of 25% referred to in Paragraph 3 shall lapse. The aforementioned total net value is determined based on Market index 100. Article 13 paragraph 2 of the General Terms and Conditions remains fully effective concurrently with the stipulation in this paragraph 4.

**Paragraph 5** The provisions in Article 4 paragraph 3 apply mutatis mutandis to the extra applied Advertising Space applied for a Campaign (main order) after the Initial Application deadline up to a maximum of 25% of the total net value Advertising Space applied for



that Campaign before the Initial Application Deadline. The Market Index established after the Initial Application deadline applies to extra applied Advertising Space applied for a campaign that exceeds the aforementioned percentage. The aforementioned total net value is determined based on Market Index 100.

**Paragraph 6** This discount scheme for the Early Request does not apply to the Purchase options Stopper and Custom Stopper as stated in the Purchase Brochure. The Market Index for the Stopper and Custom Stopper purchase options is set at 100 and this Market Index is not adjusted.

## ARTICLE 6 MESSAGES OF GENERAL PUBLIC INTEREST

Ster determines whether a Contracting Party may use the Purchase option Messages of General Public Interest on television, radio and/or online. Thereby Ster applies the following conditions:

- ▶ Advertiser is an institution of a scientific, cultural, religious, ideological, political or charitable nature;
- ▶ Advertiser has a CBF quality mark for charities or has public benefit organisation status (ANBI-status);
- ▶ The Advertiser's message does not relate to the purchase of a certain product or the use of a certain service available in the market, yet to the call for support of or to create an opinion favourable to Advertiser.

## ARTICLE 7 GAME OF CHANCE COMMERCIAL

Ster determines whether a Contracting Party may broadcast a risky Game of Chance commercial – within the meaning of Article 2.94 paragraph 3 sub a Media Law – on television and/or radio. Thereby Ster applies the following conditions:

- ▶ A maximum of one advertisement for a risky Game of Chance in one commercial block.
- ▶ The maximum spot length of a risky Game of Chance advertisement is 30 seconds.
- ▶ The use of tag-ons (as mentioned in article 8 of these Terms and Conditions of Sale) is not permitted for a risky Game of Chance commercial.
- ▶ Ster reserves the right to determine further restrictions during the year for the number of Game of Chance Commercials/the maximum number of Game of Chance Advertisers per block.

## ARTICLE 8 JOINT ADVERTISING

**Paragraph 1** The purchase/reservation of Advertising Space for Joint Advertising is only permitted after written permission from Ster. The Application must clearly state it concerns Joint Advertising.

**Paragraph 2** Simultaneously to the Application, the Contracting Party must submit a storyboard for the Commercial. The Application must clearly state who is the main and who is the secondary Advertiser. Thereby the extent to which both Advertisers are present

in the Commercial and the corporate identity (look and feel) of the Commercial must be taken into consideration. In the event of doubt or disagreement regarding the question as to whether the Commercial concerns Joint Advertising or which party is the main or the secondary Advertiser, Ster will make a binding decision on this matter.

**Paragraph 3** Joint Advertising Commercials are only placed under the Agreement of the main Advertiser.

**Paragraph 4** In the pursuit of industry exclusivity as referred to in Article 17 of the General Terms and Conditions (to which Ster does not provide any guarantee) in the case of Joint Advertising Ster shall consider the industry of the main Advertiser to be leading.

**Paragraph 5** When a retailer advertises with its product range, this is not considered Joint Advertising. It must in that case be clear that the retailer is the Advertiser, which entails that the retailer (or a Contracting Party acting in its own name yet on behalf of the retailer) submits the Application and that the Commercial clearly has the corporate identity of the retailer. The Commercial does concern Joint Advertising if:

- ▶ The logo or the name of a party from the product range is prominently displayed (which is in all events the case when the logo or the name is on screen for longer than 3 seconds or is displayed full screen);
- ▶ The Commercial contains both a logo and a spoken text from a party in the product range;
- ▶ The corporate identity of a party from the product range is prominent (in image or sound) in the Commercial.

**Paragraph 6** If a Contracting Party conducts a Joint Advertising campaign together with a competing organisation for Ster or the national public media services (such as a Commercial radio/television channel or internet site), the following supplementary terms and conditions apply:

- ▶ No cable/air frequency or internet address is stated, mentioned and/or displayed;
- ▶ The logo and/or the name of the competing organisation may be visible in the bottom left or bottom right of the screen for up to 3 seconds and may not cover more than 5% of the total screen.

## ARTICLE 9 TAG-ON

A tag-on is a very short Commercial that is broadcast on radio or television shortly after the main spot. The purpose of a tag-on is to attract the viewer's or listener's attention once more within the same commercial block. A tag-on must therefore have the same house style ('look and feel') as the main spot.

## ARTICLE 10 PROHIBITION 'DOWNGRADING' PURCHASE OPTIONS

Contracting Party is prohibited from rebooking a requested purchase option on television or radio to a lower/cheaper purchase option within the same time period.

# TERMS OF SALE FOR TELEVISION

## GENERAL PROVISIONS

### ARTICLE 11 SUBTITLING

In order to further increase the accessibility of the media offer on the channels of NPO, Ster provides all Commercials on television with subtitles through Ceefax page 888. If and when Contracting Party objects to this it must make this known to Ster by email three working days prior to the Broadcast Date at the latest.

### ARTICLE 12 PURCHASE OPTION PREMIUM

**Paragraph 1** If Contracting Party submits an Application with a purchase option Premium from the Purchase Brochure, Ster will endeavour to realise Premium of the GRPs per week. There is no direction towards Premium per day.

**Paragraph 2** When Contracting Party agrees with Ster to changes to the Campaign three (3) working days or fewer prior to commencement of the Campaign or during the Campaign, the obligation of Ster to use best endeavours on Premium is cancelled.

### ARTICLE 13 SETTLEMENT PER GRP; OVER AND UNDER SCORES

**Paragraph 1** The GRP settlement is based on the viewing figures of Stichting KijkOnderzoek (Viewing Research Foundation SKO). The GRPs realised based on the

Agreement are determined by Ster using the realised average viewing volume of the Advertising Block in which the Broadcast/Placement of the Commercial of the Advertiser took place, as measured by SKO (measurement including delayed viewing up to and including six days after the linear Broadcast). Contracting Party is invoiced based on the number of delivered GRPs as stated in the broadcasting schedule in Starlight or the Client Portal.

**Paragraph 2** In 2023 SKO will transition to a new measuring method by NMO which will influence the viewing figures. The National Media Research (NMO) is an initiative by the organisations for media coverage research in The Netherlands: Viewing Research Foundation (SKO), Listening Research Foundation (NLO), National Multimedia Research Foundation (NOM) and the United Internet Operators (VINEX). From the moment of introduction of the new measuring method up and until 31 December 2023 a transition phase shall apply, for which Ster may use a transition tool that converts GRPs from the old to the new viewing figures and whereby a transition index based on viewing volume will be published per channel. Ster reserves the right to use this transition tool and transition index at any given moment during the transition phase and Contracting Party agrees to this in advance.

**Paragraph 3** Contracting Party agrees in advance to the GRP settlement being based on viewing research conducted by Ster or by a third party appointed by Ster in the event that NLO or NMO for whatever reason is not able to deliver viewing figures (or not on time).

**Paragraph 4** At the end of a Broadcasting Cycle (calendar month), all Overscores and Underscores of the various agreed purchase options (partial orders) per Campaign (main

order) of the Contracting Party in the relevant Broadcasting Cycle will be set off against each other, with the exception of Your Time Variable and/or other purchase options whereby all GRPs are charged to Contracting Party. If and when after this settlement there is an Overscore, Ster will not charge such Overscore to Contracting Party.

**Paragraph 5** In the event of a Campaign that exceeds the Broadcasting Cycle and if it does not meet the conditions in the Purchase Brochure with regard to the minimum number of Campaign days and GRPs for each Broadcasting Cycle in which the Campaign is included, then Ster applies a method of settlement deviating from Paragraph 4. In that event no settlement of Overscores and Underscores per Broadcasting Cycle (part of the Campaign) will take place, yet the Overscores and Underscores of the agreed purchase options for the entire Campaign concerned will be set off, regardless of the Broadcasting Cycle in which they are included. In the event of an application stop Underscores are not set off against the second broadcasting cycle.

**Paragraph 6** If the Contracting Party notifies Ster of its wish to deploy two Campaigns (main orders) within one (1) Broadcasting Cycle, it is at the discretion of Ster whether there are in actual fact two Campaigns or whether it is in fact the same brand/product/service of an Advertiser and therefore of one Campaign.

## ARTICLE 14 BROADCASTING SCHEDULES

**Paragraph 1** Broadcasting Schedules are determined by Ster at its own discretion and may alter during the Broadcasting Cycle. Commercials are scheduled in Advertising Blocks by Ster in accordance with the Terms and Conditions, unless Contracting Party uses the purchase options Your Time and Fixed Costs per Spot, whereby Contracting

Party has influence over the scheduling of the Commercial. Regarding the latter purchase options Ster Broadcasts/Places the Commercials in the Advertising Block applied for by Contracting Party in accordance with the Terms and Conditions.

**Paragraph 2** If and when Contracting Party wishes to request a specific position within a certain Advertising Block, then this is exclusively possible through the purchase options Your Time Preference Position, Your Time Variable, and/or Fixed Costs per Spot. If and when Contracting Party applies for Advertising Space via these purchase options, Ster shall Broadcast/Place the Commercial in accordance with the Terms and Conditions in the specific position within an Advertising Block applied for by the Contracting Party.

## SUPPLEMENTARY/DEVIATING TERMS AND CONDITIONS PER PURCHASE OPTION

### ARTICLE 15 SUPPLEMENTARY/ DEVIATING TERMS AND CONDITIONS PURCHASE OPTION YOUR TIME

For the purchase option Your Time the following supplementary/deviating terms and conditions apply:

- ▶ For the purchase options Your Time, Your Time Variable, Your Time Game of Chance, Your Time Hotspot, Your Time Preference Position and Your Time Hotspot and Preference Position the Contracting Party applies for Advertising Space (at a certain position) in specified Advertising Blocks at a certain budget. If and when during the term of the Agreement it appears that there is an Overscore, then Ster is entitled to set off the Overscore, without being obliged to pay compensation for any damage ensuing

from this decision for Contracting Party.

- ▶ In the event that Ster has imposed a (partial) cessation of sales, it is not possible for the Contracting Party to book more Advertising Space in Your Time than requested before the Initial Application Deadline.
- ▶ The options Your Time Hotspot and Your Time Hotspot and Preference position may only be purchased before the Initial Application deadline. Applications for the purchase option Your Time Hotspot are given priority over other purchase options. It is not possible to rebook/'downgrade' a requested purchase option Your Time Hotspot or Your Time Hotspot and Preference Position to Your Time.
- ▶ Upgrades (such as Hotspot and Preference Position) for competing applicants will be treated equal to each other and not take priority over each other, regardless of which Your Time package is purchased (with the exception of Your Time Daytime).
- ▶ It is possible to purchase a Preference Position on the Your Time purchase options Fixed, Variable, Daytime & Game of Chance. The upgrade will be treated equally for all purchase options, regardless of which Your Time package is purchased (with the exception of Your Time Daytime). Priority over purchase without Hotspot applies exclusively in combination with the upgrade Hotspot.
- ▶ Your Time Game of Chance cannot be purchased in combination with other Your Time packages.
- ▶ An Underscore of maximum 15% at a maximum of 10 GRPs applies to the Your Time Variable package. With the Your Time Variable package all GRPs are charged. This package is not set off against the other purchase options. It is not possible to purchase Your Time Variable and Your Time Fixed in combination with each other.
- ▶ For Your Time Contracting Party may purchase an option Current News Spot. A surcharge of 15% applies to the Net Basic Rate of the relevant purchase option. For

this option the Commercial must be submitted no later than two (2) hours prior to commencement of the Broadcast/Placement.

- ▶ Per Ster number and per spot length a purchase option may be used once per calendar month.

## **ARTICLE 16 SUPPLEMENTARY/DEVIATING TERMS AND CONDITIONS PURCHASE OPTIONS PRIME TIME, STER TIME AND DAY & NIGHT TIME**

The following supplementary/deviating terms and conditions apply to the purchase options Prime Time, Ster Time and Day & Night Time:

- ▶ For the purchase option Prime Time the Commercial is broadcast between 6pm and midnight. For the Day & Night Time purchase option it is permitted to submit an Application that relates exclusively to Day Time (6am – 6pm), at which the Index for this purchase option shall be raised by 5 index points.
- ▶ Ster is entitled to deviate a maximum of fifteen minutes from the time periods stated above.
- ▶ Contracting Party may exclude days up to three (3) working days prior to commencement of the Campaign.
- ▶ Per Ster number and per spot length a purchase option may be used once per calendar month.

## **ARTICLE 17 SUPPLEMENTARY/DEVIATING TERMS AND CONDITIONS FOR (CUSTOM) STOPPER**

The following supplementary terms and conditions apply to the Stopper and Custom Stopper purchase options:

- ▶ Contracting Party may exclude days up to three (3) working days prior to commencement of the Campaign.
- ▶ The Market index has been determined at 100 and shall not alter for the duration of the calendar year.
- ▶ Per Ster number and per spot length a purchase option may be used once per calendar month.

## **ARTICLE 18 SUPPLEMENTARY/DEVIATING TERMS AND CONDITIONS FOR STER &...**

The following supplementary conditions apply to the purchase option Ster & ...:

- ▶ Contracting Party has a Commercial of a cultural nature.
- ▶ Per Ster number and per spot length a purchase option may be used once per calendar month.
- ▶ Ster endeavours to place the commercials of Advertisers using the purchase option Ster & ... adjacent to each other.
- ▶ Ster determines when a Ster & ... block is framed with a Ster &... bumper.
- ▶ Ster is entitled to unilaterally amend the block selection for the period of one month.

- ▶ For the starter package Ster & Culture the additional condition applies that it must concern a message of General Public Interest.

## **ARTICLE 19 SUPPLEMENTARY/DEVIATING TERMS AND CONDITIONS FOR GAME OF CHANCE & ALCOHOL**

The following supplementary conditions apply to the purchase options Game of Chance & Alcohol:

- ▶ Game of Chance purchase options may be purchased exclusively by Game of Chance Advertisers. Alcohol purchase options may be purchased exclusively by alcohol Advertisers.
- ▶ Per Ster number and per spot length a purchase option may be used once per calendar month.
- ▶ For Game of Chance and Alcohol purchase options excluding the time period midnight to 2am is not permitted.

# TERMS AND CONDITIONS OF SALE FOR RADIO

## GENERAL PROVISIONS

### ARTICLE 20 SPREADING

If Contracting Party submits an Application with an option Spreading from the Purchase Brochure, Ster will endeavour during the Campaign to realise an equal spreading of the number of Commercials over the days of the Campaign. If the Application concerns multiple channels of the national public media service, Ster will endeavour to broadcast an equal number of Commercials per channel per day. GRPs are leading.

### ARTICLE 21 APPLICATION PER GRP

**Paragraph 1** The GRP-settlement is based on the listening figures of the Stichting Nationaal Luister Onderzoek (National Listening Research Foundation NLO) and its successor NMO (see paragraph 2). Ster follows the reporting rules of the NLO / NMO, as formulated in the document Calculation and reporting rules raw data national listening research / NMO. The GRPs realised under the Agreement are determined by Ster using the realised average listening ratings measured by NLO / NMO of the published time unit for the 15 minutes of broadcast within which the broadcast of the Commercial message of Advertiser took place.

**Paragraph 2** In 2023 NLO will transition to a new measuring method by NMO which will

influence the listening figures. The National Media Research (NMO) is an initiative by the organisations for media coverage research in The Netherlands: Viewing Research Foundation (SKO), Listening Research Foundation (NLO), National Multimedia Research Foundation (NOM) and the United Internet Operators (VINEX). From the moment of introduction of the new measuring method up and until 31 December 2023 a transition phase shall apply, for which NMO has developed a transition tool that converts GRPs from the old to the new listening figures and whereby a transition index based on listening volume will be published per channel. Ster will use this transition tool and transition index during the transition phase and Contracting Party agrees to this in advance.

**Paragraph 3** Contracting Party agrees in advance to the GRP settlement being based on listening research conducted by Ster or by a third party appointed by Ster in the event that NLO or NMO for whatever reason is not able to deliver listening figures (or not on time).

**Paragraph 4** At the end of a Broadcasting Cycle (calendar quarter) all Overscores and Underscores of the various agreed purchase options per Campaign of the Contracting Party in the relevant Broadcasting Cycle will be offset against each other. If and when after such settlement there is an Overscore, it will not be charged to the Contracting Party by Ster. If and when after this settlement there is an Underscore, it will be compensated by allotting Bonus Broadcasting Time, to be used from the next Campaign of Contracting Party. This Bonus broadcasting time may be used up to and including the first Broadcasting Cycle (first calendar quarter) of the 2024 calendar year. In light of the transition to the new NMO research Ster reserves the right to amend this provision during the calendar year.

## ARTICLE 22 BROADCASTING SCHEDULES

**Paragraph 1** Broadcasting schedules are determined by Ster at its own discretion and may alter during the Broadcasting Cycle. Ster schedules Commercials in Advertising Blocks, unless Contracting Party uses the Your Time and/or Fixed Costs per Spot purchase options. Regarding the latter purchase options, Ster endeavours to broadcast the Commercial in the Advertising Block applied for by Contracting Party.

**Paragraph 2** If and when Contracting Party wishes to request a specific position within a certain Advertising Block, then this is exclusively possible through the purchase options Your Time Preference Position and/or Fixed Costs per Spot with the Upgrade Preference Position. With regard to these Purchase options, Ster will endeavour to broadcast the Commercial in the specific position within an Advertising Block applied for by Contracting Party.

## ARTICLE 23 TOP 2000 AND SERIOUS REQUEST

Ster may deviate from the purchase options in the 2023 Purchase Brochure for the Advertising Blocks during the annual Top 2000 and Serious Request events. Deviating Purchase options, Rates and Indices that apply to the Advertising Blocks surrounding this programming will be published at [ster.nl](https://www.ster.nl).

## SUPPLEMENTARY/DEVIATING TERMS AND CONDITIONS PER PURCHASE OPTION

### ARTICLE 24 SUPPLEMENTARY/DEVIATING TERMS AND CONDITIONS PURCHASE OPTION STER TIME

The following supplementary/deviating terms and conditions apply to the Ster Time purchase option:

- ▶ The periods for the purchase option Ster Time commence with the Advertising Block preceding the Journaal news broadcast of the commencement hour stated in the purchase option and end with the Advertising block following the Journaal news broadcast of the end hour stated in the purchase option.
- ▶ If and when the Contracting Party applies for Advertising Space through the purchase option Ster Time and indicates a desired number of Commercials per day, this is considered a Ster Time option with Spreading. For the option Spreading the GRPs are also leading.

### ARTICLE 25 SUPPLEMENTARY/DEVIATING TERMS AND CONDITIONS PURCHASE OPTION YOUR TIME

For Your Time the Contracting Party may purchase an option Current News Spot. A surcharge of 15% applies to the Net Basic Rate for the relevant purchase option. With this option, the Commercial must be delivered no later than two (2) hours prior to the commencement of the Placement.



## ARTICLE 26 SUPPLEMENTARY/DEVIATING TERMS AND CONDITIONS PURCHASE OPTION STER &...

The following supplementary conditions apply to the purchase option Ster & ...:

- ▶ Contracting Party has a Commercial of a cultural nature.
- ▶ Per Ster number and per spot length a purchase option may be used once per calendar month.
- ▶ Ster endeavours to place the commercials of Advertisers using the purchase option Ster & ... adjacent to each other.
- ▶ Ster determines when a Ster & ... block is framed with a Ster &... bumper.
- ▶ Ster is entitled to unilaterally amend the block selection for the period of one month.

## TERMS AND CONDITIONS OF SALE ONLINE GENERAL PROVISIONS

### ARTICLE 27 MESSAGES OF GENERAL PUBLIC INTEREST

The online Ster network permits exclusively Messages of General Public Interest. Ster determines whether a Contracting Party may use the Purchase option Messages of General Public Interest and may place online Pre-rolls and/or Banners. Thereby Ster applies the following conditions:

- ▶ Advertiser is an institution of a scientific, cultural, religious, ideological, political or charitable nature;
- ▶ Advertiser has a CBF quality mark for charities or has public benefit organisation status (ANBI-status);
- ▶ The Pre-roll or Banner of Advertiser does not relate to the purchase of a certain product or the use of a certain service available in the market, yet to the call for support of or to create an opinion favourable to Advertiser.

For further information, please refer to the 'submission specifications online' at [www.ster.nl](http://www.ster.nl).

### ARTICLE 28 MINIMUM EXPENDITURE

**Paragraph 1** A minimum expenditure of €3,000.= ex VAT per Campaign applies to Direct Display Deals and Direct Video Deals.

**Paragraph 2** Ster delivers Messages of General Public Interest at its discretion, unless a single site or a programme is specifically purchased. The selection of websites or video/ audio clips within a Channel target group or context category may be altered at any time.

**Paragraph 3** Ster endeavours to deliver purchased Impressions evenly across the Campaign Period. The number of Impressions delivered is determined on the basis of the measurement results from the ad management systems used by Ster. Campaigns are invoiced monthly, in retrospect, on the basis of the aforementioned measurement results. The administration of Ster is leading.

## **ARTICLE 29 PAUSING CAMPAIGN**

If and when a Campaign is paused at the request of Contracting Party Ster shall recalculate the impressions yet to be broadcast/placed the moment the Campaign is resumed at the request of Contracting Party. During the time the Campaign is paused the impressions reserved for Contracting Party are released to other advertisers and Ster can therefore no longer guarantee complete placement of the relevant Campaign.

## **ARTICLE 30 ERRORS**

If Ster identifies in excess of 5,000 Errors in a Campaign per day based on the measurement results from the ad management systems used by Ster, Ster is entitled to unilaterally suspend the delivery of the Campaign until the moment Contracting Party has resolved the Errors. If and when Ster suspends a Campaign, Ster shall notify contracting Party thereof promptly.

## **ARTICLE 31 VAST TAG**

In each VAST Tag a maximum of one Message of General Public Interest may be submitted that may not be changed in the interim. A new VAST Tag must be provided when changing the Message of General Public Interest.



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[f sterreclame](https://www.facebook.com/sterreclame)

[t sterreclame](https://twitter.com/sterreclame)

[@ sterreclame](https://www.instagram.com/sterreclame)

## WEBSITE

[ster.nl](http://ster.nl)

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