



# TERMS AND CONDITIONS OF SALE

2020 television / radio / online





# STER TERMS AND CONDITIONS OF SALE

The Ster Terms and Conditions of Sale, the General Terms and Conditions and the 2020 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 television, radio and online. At said website you will also find the delivery specifications for television, radio 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 application 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, and Ster Broadcasts/Places the commercial in the relevant period.

**Banner/Display:** A Commercial in the text and/or graphics paragraph 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.

**Charitable:** Purchase option offered in the Purchase Brochure, whereby Contracting Party may application Advertising Space between 6am and midnight under the conditions and in the manner defined in the Terms and Conditions at a relatively low Rate or a relatively low Index advertising Space, under the proviso that the advertiser is a charitable organisation with a CBF quality mark for charities or the public benefit organization status (ANBI-status).

**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:** Purchase option offered in the Purchase Brochure, whereby the Contracting Party applications Advertising Space outside of the Prime Time period under the conditions and in the manner defined in the Terms and Conditions for Advertising Space and Ster broadcasts/places the Commercial in the relevant period.

**Devices:** Desktop personal computer/laptop, smartphone/tablets (on web or in app) and SMART TV or comparable electronic consumer devices.

**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 Commercial cannot be Placed on the Ster network through the actions of Contracting Party or Advertiser.

**Family:** Purchase option offered in the Purchase Brochure, whereby the Contracting Party may application Advertising Space for the target group shoppers and child, under the conditions and in the manner defined in the Terms and Conditions for Advertising Space, under the proviso that the

Commercial is specifically targeted at children aged 3 to 12 (which is at the discretion of Ster).

**Game of Chance:** Purchase option offered in the Purchase Brochure, whereby the Contracting Party may application Advertising Space between 7pm and 1am under the conditions and in the manner defined in the Terms and Conditions for Advertising Space, 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), and Ster Broadcasts/Places the Commercial in the relevant period in accordance with the Terms and Conditions.

**GRP Settlement:** The determination per Broadcasting Cycle of the amount owed by the Contracting Party to Ster pursuant to Agreements for Broadcast/Placement of Commercials based on GRPs.

**Impression:** A Placement of a Commercial 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).

**Kids Ster Time:** Purchase option offered in the Purchase Brochure, whereby the Contracting Party applications Advertising Space under the conditions and in the manner defined in the Terms and Conditions for Advertising Space and Ster Broadcasts/Places the Commercial at a time around the programmes of Zapp(elin) to be determined by Ster in accordance with the Terms and Conditions.

**Kids Your Time:** The purchase option Your Time, on the understanding that the Advertiser, under the conditions and in the manner defined in the Terms and Conditions, may only application Advertising Space in the Advertising Blocks around the programmes of Zapp(elin).

**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 application 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 and Ster Broadcasts/Places the Commercial in accordance with the Terms and Conditions at this specific position in the relevant Advertising Block.

**Pre-roll/Video:** A Commercial of up to 36 seconds that is Placed on the Ster Network. Purchase option offered in the Purchase Brochure, whereby the Contracting Party may application Advertising Space between 6pm and midnight under the conditions and in the manner defined in the Terms and Conditions for Advertising Space and Ster Broadcasts/Places the commercial within this period.

**ROC (Run of Channel):** Purchase option whereby a Commercial is Placed on a Channel of the Ster Network selected by the Contracting Party.

**RON (Run of Network):** Purchase option whereby Ster Places a Commercial on the entire Ster network at its discretion.

**ROS (Run of Site):** Purchase option whereby a Commercial is Placed on one or more websites or

video/audio clips selected by the Contracting Party on the Ster network.

**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 applications 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 Application 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.

**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).

**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 application 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 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 Roadblock:** Purchase option offered in the Purchase Brochure, whereby Contracting Party applies for Advertising Space in Advertising Blocks on the channels NPO 1, 2 and 3 around a certain time under the conditions and in the manner described in the Terms and Conditions and Ster Broadcasts/Places the Commercial around the time indicated by Contracting Party in the shortest possible time frame in Advertising Blocks on all the relevant channels in accordance

with the Terms and Conditions.

**Your Time:** 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 and Ster Broadcasts/Places the Commercial of Advertiser in the relevant Advertising Block in accordance with the Terms and Conditions.

## ARTICLE 2 MULTI-MEDIAL VOLUME DISCOUNT

**Paragraph 1** Under the terms and conditions included in this article 2, Contracting Party may claim a Multimedial 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: 7% discount

### Volume Discount Tier 3

Broadcast/Placement value from €1,000,000 to €1,500,000 ex VAT: 10% discount

### Volume Discount Tier 4

Broadcast/Placement value from €1,500,000 ex VAT: 12% 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 Multimedial 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 – Contractor 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 3 SUMMER DISCOUNT

**Paragraph 1** Under the terms and conditions defined in this article 3, Contracting Party may claim a Summer Discount on the Net Basic rate in the months of June, July and August 2020. This Summer Discount applies concurrently with the Multi-medial Volume Discount from article 2 of these Terms and Conditions of Sale. In order to be eligible for the Summer Discount Contracting Party must have established an agreement with Ster prior to 1 March 2020 in which the total Broadcast/Placement Value to be spent by Contracting Party is guaranteed in writing for the months of June, July and August 2020. The following discount percentages apply to this:

### Summer Discount 1

Guaranteed Broadcast/Placement Value of €250,000 ex VAT or higher: 10% discount

### Summer Discount 2

Guaranteed Broadcast/Placement Value of €500,000 ex VAT or higher: 15% discount

**Paragraph 2** The Broadcast/Placement Value is a value that is calculated per Advertiser. In the calculation of the Broadcast/Placement Value it is therefore not possible to add up the amounts due to Ster by various Advertisers for the Commercials to be broadcast by Ster in the months of June, July and August 2020, with the exception of direct group links of Advertiser to which article 2 paragraph 6 of these Terms and Conditions of Sale applies. The administration of Ster is leading in the calculation of the Broadcast/Placement Value per Advertiser.

**Paragraph 3** The Summer Discount will be cancelled if and when 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, or when Contracting Party realises a Broadcast/Placement Value in the months of June, July and August 2020 that comes out lower than is guaranteed in the agreement with Ster. Contracting Party shall refund Ster the wrongly applied discount sum. To this end Ster shall send Contracting Party an invoice to which article 12 of the General Terms and Conditions applies.

## 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 APPLICATION**

**Paragraph 1** On the day following the Initial Application deadline Ster determines a Market Index for the Broadcast/Placement of Commercials on television and radio per Broadcasting Cycle and per medium type. For the purchase options Zapp(elin) for television stated in the Purchase Brochure a separate Market Index is determined on the day after the Initial Application deadline. The Market indices have a bandwidth of 90 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 online/the Ster Network Ster determines a Market Index for the Placement of Commercials at the latest six weeks prior to the 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 Application on television and radio. 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 Application, but in the event a Market Index is determined higher than 100, a Market Index of 100 is applied to the Early Application. This paragraph does not apply to online/the Ster network.

**Paragraph 4** If and when Contracting Party, after the Initial Application Period, moves in excess of 25% of the total net value of its Applications for 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 5 paragraph 3 apply mutatis mutandis to the extra applicationed Advertising Space applicationed for a campaign (main order) after the Initial Application deadline up to a maximum of 25% of the total net value Advertising Space applicationed for that Campaign before the Initial Application Deadline.

The Market Index established after the Initial Application deadline applies to extra applicationed Advertising Space applicationed 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 Application does not apply to Programmatic and 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 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 or 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) Ster shall consider the industry of the main Advertiser to be leading in Joint Advertising.

**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 an 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 7 SHARED REVENUE

Where relevant Ster may conclude a shared revenue agreement with Advertiser for the sale of Advertising Space and the Broadcast/Placement of Commercials. Advertiser must contact Ster for the terms and conditions.

# TERMS OF SALE FOR TELEVISION

## GENERAL PROVISIONS

### ARTICLE 8 SUBTITLING

**Paragraph 1** 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 9 PURCHASE OPTION SPREADING

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

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

### ARTICLE 10 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).

**Paragraph 2** 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. If and when after this settlement there is an Overscore, Ster will not charge such Overscore to Contracting Party.

**Paragraph 3** Notwithstanding the provisions in Paragraph 2 Overscores or Underscores of the purchase option Your Time Roadblock will not be set off against the Overscores or Underscores of other purchase options per Campaign. The purchase option Your Time Roadblock will be charged to Contracting Party based on actually realised GRPs. This means that any Overscore, in derogation from the provisions in paragraph 2, will be charged to Contracting Party.

**Paragraph 4** 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 2. 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.

**Paragraph 5** 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 11 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, Oranje Your Time, Kids 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, Oranje Your Time, Kid Your Time (Food) Preference Position 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 12 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 Hotspot, Your Time Preference Position and Your Time Hotspot and Preference Position the Contracting Party applications 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 shall offer Contracting Party the option of (i) adding to the budget or (ii) refraining from the reservation of Advertising Space in one or more Advertising Blocks applied for. Contracting Party must respond to such a request by Ster no later than three (3) working days prior to the first Broadcast/Placement to which the request by Ster refers. If and when Ster offers Contracting Party the aforementioned option three working days or less for prior to the Broadcast/Placement to which the request by Ster refers, Ster will set a reasonable term within which Contracting Party must respond. If and when Contracting Party fails to reply within the applicable time limit specified, Ster is entitled to decide not to broadcast the Commercial in one or more of the Advertising Blocks applied for by the Contracting Party (to be designated by Ster), without being obliged to pay compensation for any damage ensuing from this decision for Contracting Party.
- ▶ 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 when selling/reserving Advertising space, with the exception of the purchase option Roadblock if this has also been applied for before the Initial Application deadline.

- ▶ 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 13 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 Day & Night Time purchase option it is permitted to submit an Application that relates exclusively to Day Time (6am – 6pm) or to Night Time (midnight – 6am). This does not lead to an adjustment of the Index.
- ▶ If and when Contracting Party wishes to exclude hours for the purchase option Daytime, then the Index for this purchase option shall be raised by 5 index points.
- ▶ 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 14 SUPPLEMENTARY/DEVIATING TERMS AND CONDITIONS FOR STOPPER (CUSTOMIZATION)**

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 15 SUPPLEMENTARY/DEVIATING TERMS AND CONDITIONS PURCHASE OPTION FAMILY**

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

- ▶ Ster determines whether a Contracting Party may use the Family purchase option. In principle Ster applies the guideline that the Commercial must be specifically targeted at children (persons aged three (3) to twelve (12) years of age). If the Campaign is aimed at children but the Commercial is not, then it does not qualify for the Family purchase option. Ster is free to set further requirements or deviate from the above.
- ▶ A maximum of 30 GRPs per week applies .
- ▶ Per Ster number and per spot length a purchase option may be used once per calendar month.

## ARTICLE 16 AND CONDITIONS ELEMENTARY/DEVIATING TERMS FOR ALL PURCHASE OPTIONS ON ZAPP(ELIN)

- ▶ Per Ster number and per spot length a purchase option may be used once per calendar month.
- ▶ Special laws and regulations apply to advertising targeted at children that must be adhered to by the Advertiser. Advertising for foodstuffs targeted at children up to and including 12 years of age is only permitted if the terms and conditions in the Advertising Code for Foods are adhered to. This advertising code and more general information regarding the requirements for advertising targeted at children is stated at the website of the Dutch Advertising Code Authority ([www.reclamecode.nl](http://www.reclamecode.nl)). The Dutch Advertising Code Authority also offers a simple checklist for advertising targeted at children at [www.checksrc.nl/check/kinderen](http://www.checksrc.nl/check/kinderen).
- ▶ In the Zapp multi-medial TV and Online package Ster reserves the right to move budgets from television to online / the Ster network (a minimum of 20% per medium type) without notifying the Advertiser/Contracting Party. In addition a minimum expenditure of €5,000.- excl. VAT applies to the purchase option.
- ▶ The index of the package refers to the (TV) Zappelin basic annual rate of €155.- (per GRP, based on 30 seconds) and the (online) Zapp RON rate (depending on the spot length).

## TERMS AND CONDITIONS OF SALE FOR RADIO GENERAL PROVISIONS

### ARTICLE 17 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.

### ARTICLE 18 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). Ster follows the reporting rules of the NLO, as formulated in the document Calculation and reporting rules raw data national listening research. The GRPs realised pursuant to the Agreement are determined by Ster on the basis of the average listening ratings measured and realised by NLO for the quarter of an hour of broadcast within which Broadcast of the Commercial of Advertiser took place.

**Paragraph 2** 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 broadcast time may be used up to and including the first Broadcasting Cycle (first calendar quarter) of the 2021 calendar year.

## **ARTICLE 19 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 20 TOP 2000 AND SERIOUS REQUEST**

Ster may deviate from the purchase options in the 2020 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](http://ster.nl).

# **SUPPLEMENTARY/DEVIATING TERMS AND CONDITIONS PER PURCHASE OPTION**

## **ARTICLE 21 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.

## **ARTICLE 22 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 Broadcast/Placement.

# TERMS AND CONDITIONS OF SALE ONLINE

## GENERAL PROVISIONS

### ARTICLE 23 MINIMUM EXPENDITURE ON AND DELIVERY OF COMMERCIALS

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

**Paragraph 2** To Video a basic annual rate applies as stated in the 2020 Purchase Brochure. To Display a basic semi-annual rate applies for which the rates may alter as of 1 July 2020. For the applicable rates refer to: [www.ster.nl](http://www.ster.nl).

**Paragraph 3** Ster delivers the Commercials at its discretion, unless the Purchase option ROS (Run of Site) applies. The selection of websites or video/audio clips within a Channel (ROC) may be altered at any time.

**Paragraph 4** Campaigns are delivered on all Devices. If Contracting Party wishes to exclude one Device an Index of 105 applies. If Contracting Party wishes to exclude two or more Devices an Index of 110 applies.

**Paragraph 5** 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 24 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 25 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 26 VAST TAG

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

### ARTICLE 27 YOUTUBE

When Contracting Party wishes to place Commercials on/around YouTube channels/content of NPO Contracting Party guarantees the current terms and conditions of YouTube will be adhered to, including – but not limited to – the Adwords Terms and Conditions.



## SUPPLEMENTARY/DEVIATING TERMS AND CONDITIONS PER PURCHASE OPTION

### ARTICLE 28 SUPPLEMENTARY/DEVIATING TERMS AND CONDITIONS PURCHASE OPTION ZAPP

The following supplementary/deviating terms and conditions apply to the Purchase Option Zapp:

- ▶ Ster does not place Banners/Displays on websites or in apps of Zapp programmes.
- ▶ Pre-rolls on websites or for video/audio clips of Zapp are not 'clickable'. This means that clicking on the Pre-roll does not lead to a referral to a website/domain outside of the Ster network, for example of Advertiser.
- ▶ Special laws and regulations apply to advertising targeted at children that must be adhered to by the Advertiser. Advertising for foodstuffs targeted at children up to and including 12 years of age is only permitted if the terms and conditions in the Advertising Code for Foods are adhered to. This advertising code and more general information regarding the requirements for advertising targeted at children is stated at the website of the Dutch Advertising Code Authority ([www.reclamecode.nl](http://www.reclamecode.nl)). The Dutch Advertising Code Authority also offers a simple checklist for advertising targeted at children at [www.checksrc.nl/check/kinderen](http://www.checksrc.nl/check/kinderen).

### ARTICLE 29 SUPPLEMENTARY TERMS AND CONDITIONS STOPPER ONLINE

- ▶ Ster schedules the Campaign without direction on Device, time or other targeting options.
- ▶ Minimum Campaign period is 14 days.
- ▶ No guarantee on delivery.
- ▶ Minimum expenditure of €3,000.= ex. VAT.

### ARTICLE 30 SUPPLEMENTARY TERMS AND CONDITIONS FAMILY PACKAGE ONLINE

- ▶ Ster determines whether a Contracting Party may use the Family purchase option. In principle Ster applies the guideline that the Commercial must be specifically targeted at children (people aged six (6) up to and including (12) years).
- ▶ A minimum of 20% and a maximum of 50% delivery on Zapp content. Ster determines the final division between Zapp and Adult content.
- ▶ An Index of 80 applies to the adult RON rate.

A DJ wearing a black cap, headphones, and a green shirt is interviewing a woman in a black dress with pink polka dots at an outdoor event. The DJ is holding a microphone and gesturing with his hands. The woman is holding a smartphone and a water bottle. In the background, other people and a stall with a sign that says 'KOFFIE' and 'LAARTZES' are visible.

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## SOCIAL MEDIA

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## WEBSITE

[ster.nl](#)

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