

# Political ads terms and conditions

*These terms and conditions are in addition to the General Terms and Conditions of Ad Alliance. In the event of any conflict, these Political Advertising Terms shall prevail. Capitalized terms have the same meaning as in the General Terms and Conditions of Ad Alliance, unless otherwise provided below.*

## 1. Definition and scope

A Political Advertisement means any paid message intended to influence elections, referendums or legislative processes at local, national or European level, originating from a political or other party, as defined in Regulation (EU) 2024/900 of the European Parliament and of the Council of 13 March 2024 on transparency and targeting of political advertising (hereinafter: Regulation) and relevant national legislation.

## 2. Delivery and transparency declaration

The Advertiser is obliged to complete and sign the Transparency Declaration for Political Parties in a timely manner (no later than three working days for digital advertisements and in the case of TV advertising no later than 2.5 weeks before the broadcast date). The Transparency Declaration is available via <http://www.politiekereclame.nl/> and includes at least:

- the identity of the Advertiser and any Sponsor;
- the purpose of the Campaign;
- the Target Audience;
- the Term;
- the Total Budget;
- the Targeting Criteria used (if applicable);
- whether there is financing, direction or other influence from outside the European Union;
- all other information reasonably required by Ad Alliance in the context of applicable regulations.

The broadcasting of a Political Advertisement in the form of a Billboard or otherwise is not permitted.

## 3. Prohibition of Influence from outside the European Union in the run-up to elections

In accordance with the Regulation and other related legislation, no funding, direction, or other influence from outside the European Union may take place during the three months prior to elections for which the Political Advertisement is intended.

## 4. Labeling and Transparency

Each Political Advertisement must be provided with a clear and visible Label (available from <http://www.politiekereclame.nl/>) that refers to the Transparency Declaration and must be placed at the bottom of the screen across the entire width throughout the message. The name and logo of the Advertiser must also be adequately and continuously visible during the term of the message. The Advertiser must follow Ad Alliance's instructions regarding the Label promptly, completely and correctly and in accordance with the instructions set forth in [www.politiekereclame.nl](http://www.politiekereclame.nl).

The Advertiser acknowledges that disclosure of transparency data is necessary in order to comply with legal obligations, and explicitly grants permission to publish it on a website operated by third parties, designated by Ad Alliance and to retain this data for the statutory period of up to seven years.

## **5. Buying and Targeting Restrictions for Digital Ads**

Political Advertisements can only be purchased via Purchasing Order (IO). Programmatic purchasing and purchasing through the self-service portal is excluded for Political Advertising. The sale and placement of Political Ads uses only contextual targeting; The use of personal data, including special categories of personal data such as data about religion, ethnicity, political opinions, sexual orientation or health, as a targeting criterion is excluded at all times

## **6. Responsibility, Liability and Indemnification**

The Advertiser is solely responsible for the accuracy and completeness of the information provided and for compliance with all applicable laws and regulations for Political Advertising, as well as these Terms.

All damages, costs, fines and sanctions, imposed by competent regulators or third parties, which arise directly or indirectly from the Advertiser's violation of legislation or these terms and conditions, will be fully borne by the Advertiser. The Advertiser fully indemnifies Ad Alliance and its affiliated parties against all claims from third parties or regulators in this regard.

## **7. Decline or End Campaign**

Ad Alliance reserves the right to refuse, terminate or modify a Campaign in whole or in part in the event of a (suspected) violation of legislation or these terms and conditions. Ad Alliance does not accept any liability for direct or indirect damage, costs or loss resulting from this for the Advertiser.