



TV Buying Terms and Specifications 2023



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1. General

- The purchase system for spot advertising time is based on a number of factors: indexes per month, target group indexes, spot length indexes and indexes per product. They have been determined for 2023 and may be found in the TV Spot Rate Card 2023 with the exception of the target group indexes.
- The target group indexes shall not be published. The target groups and related indexes shall be set out in a media contract. Should an advertiser wish to proceed with procurement, based on a target group other than as stipulated in the relevant contract during its term, they may do so after Ad Alliance has approved this and after the contract has been amended.
- Two (2) net base prices per GRP shall be stipulated in a media contract. The content base rate shall apply in the case of content packages and the period base rate in the case of period, target group and thematic packages.
- Procurement shall be effected on the basis of GRP operating rates until a media contract has been concluded with us in respect of 2023. A contract prices settlement shall occur in the event that a contract is concluded before 31 March 2023. Where a contract price is lower than the operating price, settlement shall be effected on the basis of all of the GRPs achieved (including extra GRPs). Compensation shall be provided for the amount arising pursuant to such settlement in the form of additional advertising time.
- Market indexes may vary from 85 to 115 in the case of each product and shall be published on www.adalliance.nl each month.
- In the case of Kids packages, the rates stipulated in the Kids rate card shall apply, which may be found at www.adalliance.nl/inkoopinformatie.
- In the case of charitable institutions, adjusted rates shall apply with regard to special charitable packages, which may be found at www.adalliance.nl/inkoopinformatie.
- 'While stocks last' shall apply in the case of all of the products mentioned.
- All of the amounts mentioned shall apply exclusive of VAT and production costs.
- Package terms and conditions apply to all products and may be found at www.adalliance.nl/inkoopinformatie.

2. Spot and special advertising

Applications for and allocations of spot and special advertising broadcast time

- Applications for advertising time must be submitted for each product and each campaign, stating the name of the advertiser and the campaign.
- We will only consider an application provided that we are of the opinion that the product in respect of which the application has been submitted is appropriate for the stipulated target group.
- When allocating advertising time, Ad Alliance shall apply a product hierarchy. The form of procurement shall determine the hierarchy. A product hierarchy shall not apply in the case of bonuses.
- Minimal GRP terms apply to all products. You can find the differences between products at www.adalliance.nl/inkoopinformatie.
- With specific fixed budget en specific GRP, the schedule will be fixed, and cannot be changed. . An exception may be made to this in the case of programme and forecast adjustments. No guaranteed placement shall apply in the case of any block for which an application is submitted after the initial allocation.
- In the case of Content packages the blocks must satisfy a selectivity requirement. In the case of the procurement of a package for the 25 to 54 year-old target group, a selectivity requirement shall apply in relation to the core target group of the relevant channel. In the case of the procurement of a package for a target group other than 25 to 54 year-olds, a selectivity requirement in respect of 25 to 54 year-olds shall apply.
- The selectivity requirements may be found at www.adalliance.nl/inkoopinformatie.
- For a content package where the block selection (150% to 200%) is incomplete and/or does not fulfil the selectivity requirement, no airtime shall be allocated
- In the case of specific fixed budget, specific GRP and Sturing Vast package block selections, multiple applications for blocks comprising part of the same programme on the same day shall be deemed to constitute one (1) block for which an application has been submitted.
- No more than four (4) order numbers may be applied per campaign.
- No more than four (4) subperiods may be applied per package.
- The minimum duration of a subperiod shall be seven (7) days.
- Term of less than seven (7) days:
 - one (1) to three (3) days may be excluded subject to a surcharge of 5% of the net GRP rate;
 - the exclusion of more than three (3) days may only be procured as a Specific GRP.
- Term in excess of eight (8) days:
 - one (1) weekday may be excluded without a surcharge;
 - two (2) to three (3) weekdays may excluded subject to a surcharge of 5% of the net

- GRP rate;
- the exclusion of more than three (3) weekdays may only be procured as a specific GRP.
- The minimum GRP requirement shall apply for each subperiod.
- In the event that Ad Alliance does not receive a block selection for the Sturing Vast package four (4) days before the expiry of the subperiod, Ad Alliance shall reserve additional blocks at its own discretion and shall report this to the relevant firm or the advertiser.
- The Sturing Vast package block selection must comply with the budget breakdown which may be found on our site at www.adalliance.nl/inkoopinformatie/zenderverdeling.
- The Sturing Vast package shall be allocated on the basis of no less than four (4) Channels.
- The Sturing Vast package broadcast schedule shall be fixed at such time as advertising time is allocated but shall remain transferable in the case of specifically procured advertising time.
- Top events which attain an extensive reach may be utilised for the purposes of the Top Time package even where the relevant event does not fall within the 'Top Time' period.
- Weekly and spot-length targets shall represent a best effort. In months with a high capacity utilisation, rate weekly and spot-length targets shall be abandoned and priority shall be accorded to the achievement of the overall objective.
- Ad Alliance may always transfer any campaigns procured with bonuses and they may not be used for the purposes of specific fixed budget, specific GRP, the Billboard Premium package, the Billboard Sturing GRP package and special advertising.
- Ad Alliance has valued A&E, Ziggo, XITE, E!, and ONS at Index 80 for the purposes of determining package indexes (with the exception of the Doelgroep Light and Content packages).
- In the case of all period, target group and themed packages we reserve the right to transfer spots at our own discretion.

Exceptions

- A surcharge rate shall apply in the case of the exclusion of a channel – a maximum of three (3) - of 5% per channel based on the net GRP.
- Any package in respect of which four (4) or more channels are excluded may only be procured in the form of specific fixed budget or specific GRP.
- No more than three (3) different spot lengths may be applied for in the case of each package. In the case of a package with more than three (3) spot lengths a surcharge of 5% of the net GRP rate for the entire package shall apply for each spot length.
- No more than four (4) subperiods may be applied for each package. In the case of a package with more than four (4) subperiods a surcharge of 5% of the net GRP rate for the entire package shall apply for each subperiod.

Spot length

- The minimum duration of a commercial shall amount to five (5) seconds.
- The maximum duration of a commercial shall amount to a total of sixty (60) seconds (including any tag-ons). A longer spot length shall only be permitted upon application and after Ad Alliance has consented to this.
- Ad Alliance shall only accept spot lengths which are exactly a multiple of five (5) seconds (5, 15, 20, 25, 30, 35, 40, 45, 50, 55 and 60 seconds).
- A multiple spot shall consist of a primary spot and no less than one (1) reminder. Index adjustment shall apply in the case of a multiple spot. The spot lengths of the primary spot and the reminders shall be added together and a charge shall be levied for the total spot length. A reminder must refer to the primary spot, can not be transmitted? on its own and must constitute part of the same product category. Our own sectoral breakdown shall be decisive in this respect.
- In the case of a triple and a quadruple spot the index adjustment plus a surcharge of 5% and 10% of the net GRP rate shall apply respectively. A multiple spot comprising five (5) or more components shall not be permitted.

Settlement of campaigns

- At the end of the month any procured spot package excesses or shortfalls shall be set off against each other at the monthly and campaign levels with the exception of specific GRP and special advertising. The overall budget applied for shall serve as the maximum in this respect.
- All forms of special advertising shall be settled together at the campaign level. Special advertising shall not be settled together with Spot and Billboard GRP packages.
- Where the budget or period of the original application is reduced or shortened during the month, a charge shall be levied for the relevant package based on the number of GRPs achieved. The overall budget applied for shall serve as the maximum in this respect. Any spots that have already been booked in respect of a product may not be transferred to a product with a lower index.
- In order to base a charge on a flight the duration of the latter must exceed a month. The GRPs achieved over the various months based on such flight must be set off against each other.
- A campaign whose duration amounts to less than seven (7) days and which continues into the following month shall automatically be deemed to exceed a month.
- Packages that are purchased within bonus broadcasting time are charged for the GRPs achieved. Any excess bonus advertising time shall be debited to any existing bonus balance.
- Where the starting time of the broadcasting slot for an advertising block derogates from the originally stipulated time by more than ten (10) minutes and is broadcasted within a period with a lower product index as a result, the relevant firm or the advertiser shall notify us of this in writing within ten (10) working days. We shall only provide compensation for the excess amount charged on request. Such compensation shall be provided in the form of bonus advertising time.

Contractually stipulated preferred positions and best spots

- We shall draw a distinction between the following two (2) types of preferred positions: contractually stipulated (part of the relevant media contract) and best spot (additional procurement).
- Positions shall be allocated over the entire period and may cover any position (first, second, penultimate and last).
- Both Ad Alliance and the relevant media firm shall be responsible for the utilisation of any preferred positions stipulated in the relevant media contract.
- The value of any preferred positions shall be based on the GRPs that have been achieved.
- A best spot (paid preferred position) may only be procured in conjunction with specific fixed budget and specific GRP.
- The surcharge on the GRP rate for best spot may be found at www.adalliance.nl.
- A minimum spot length of fifteen (15) seconds shall apply in the case of a best spot.
- Ad Alliance shall not guarantee a broadcasting time, not even in the case of the procurement of a best spot.
- In the case of a preferred position that is not stipulated in a media contract (a best spot) a surcharge shall be charged based on the net GRP rate for the entire spot length.
- A paid preferred position shall enjoy priority over an agreed preferred position stipulated in a media contract.

3. Joint advertising

- Joint advertising is a form of advertising involving two (2) advertisers jointly promoting their products or services in a single commercial, one of them being the primary advertiser (featuring more prominently in the advertising message) and a secondary advertiser (featuring less prominently in the advertising message).
- Joint advertising is deemed to occur where:
 - the logo of the secondary advertiser is displayed for longer than three (3) seconds; or
 - the logo of the secondary advertiser is prominently displayed (it fills the screen); or
 - the relevant spot contains both the logo of and spoken text from the secondary advertiser; or
 - the secondary advertiser's house style is strikingly displayed throughout the entire spot; or
 - recognisable music associated with the secondary advertiser's house style may be heard during the spot.
- Joint advertising may only be procured provided that Ad Alliance consents to this in writing before the relevant campaign. Should such notice not occur and Ad Alliance determines during the course of the relevant campaign that joint advertising is involved, the relevant surcharge shall be levied with retrospective effect. The relevant storyboard or spot must accompany the application submitted to Ad Alliance for its

assessment.

- The surcharge for joint advertising shall amount to 10% of the net GRP rate. In the case of a multiple spot a surcharge shall be charged in respect of both the primary spot and the reminder(s).
- Ad Alliance shall decide whether a spot involves joint advertising and whether an advertiser is required to pay a joint surcharge.
- When assessing a spot it must be clear who is the primary advertiser and who has applied for the advertising time. A distinction may be drawn between the primary and secondary advertiser based on the extent to which the two (2) parties feature in the spot, the use of their house styles and any recognisable music (look and feel).
- A joint advertising campaign shall only be stipulated in the primary advertiser's contract.
- Any retailer that advertises its range of products shall not pay a surcharge. Nevertheless, it must be clear that the retailer has applied for the advertising time. As such, the relevant spot must have the look and feel of the retailer.

4. Billboarding

- TV Spot's commercial policy shall apply in the case of all billboard packages (with the exception of the Billboard Premium package).
- Programming shall be based on current availability and shall be susceptible of change.
- When allocating advertising time, Ad Alliance shall apply a product hierarchy. The form of procurement shall determine the hierarchy. A product hierarchy shall not apply in the case of bonuses.
- Market and monthly indexes shall apply in relation to the published GRP rate.
- In order to ensure an optimal schedule, three (3) versions must always be supplied, namely: 1) 'is' 2) 'was' and 3) 'and' version.
- During months with a high capacity utilisation rate billboards may be scheduled subsequently to covenant promos in consultation.
- In the case of the Billboard Premium package, an indication may be provided of the number of GRPs that can be achieved. Our forecasts shall serve as the starting point in this respect. A GRP indication shall be based on the core target group of the channel.
- In the case of Billboarding a minimum base content price of €642 and a minimum time period base price of €578 shall apply.
- All stipulated advertising times and dates shall apply subject to change.
- The standard spot length for a Billboard and Breakbumper shall be five (5) seconds with the exception of Premium RTL Weer Prime Time and RTL Klok, in which case a spot length of ten (10) seconds shall be permitted.

- The Billboard Sturing GRP package shall be spread over no less than three (3) broadcasters.
- All types of Billboarding shall be settled together at the campaign level with the exception of the Billboard Premium package.

5. Broadcasting instructions and the submission of commercials

- Broadcasting instructions must be supplied using the Uniform Uitzendinstructie Formulier [Uniform Broadcasting Instructions Form] (UUF).
- Broadcasting instructions confined to a programme or advertising block shall not be honoured. In the case of excessively specific instructions, their implementation shall automatically comprise a best effort.
- Where broadcasting instructions are not unambiguous, the starting date of the relevant campaign shall shift in accordance with the deadlines applicable in the case of each channel.
- In the case of excessive amendments of broadcasting instructions, their implementation shall automatically comprise a best effort.
- Broadcasting instructions without an order number or spot code shall not be dealt with.
- TV commercials must be submitted in accordance with the requirements stipulated in the Technical Instructions [*Technische Voorschriften*]. These Technical Instructions and the specifications for the materials which are to be submitted shall apply in the case of all Ad Alliance's spot bookings and broadcasts, and they may be found at www.adalliance.nl/inkoopinformatie/tv-inkoopvoorwaarden-en-specificaties-nlen.
- For the deadlines for the submission of broadcasting instructions and materials you may consult www.adalliance.nl/inkoopinformatie/tv.
- Commercials must be submitted stating the name of the advertiser and the campaign.
- Where materials are submitted after the deadline, the starting date of the relevant campaign shall shift in accordance with the deadlines applicable for each channel.
- Any change to or switch of a spot shall occur when first possible in accordance with the normal deadlines of each channel.
- The incorporation of a digital or other watermark or other concealed signal in audio, video or teletext data in a programme, commercial, commercial promotions or any other type of advertising shall not be permitted, unless explicit consent has been sought and received for this from Ad Alliance.
- All commercials must comply with the rules drawn up by the Advertising Code Committee [Reclame Code Commissie] (RCC). Where applicable, commercials must

feature the requisite icons and statements which apply in the case of, but not confined to alcohol, medical products, film trailers, promotions and games (Kijkwijzer, PEGI, Nix18 and others). See also the RCC:

www.reclamecode.nl/nrc_taxonomy/bijzondere-reclamecodes.

- An advertiser shall remain responsible for their advertising materials at all times.
- Ad Alliance may assess all advertising materials and shall be entitled to turn down a commercial.
- Ad Alliance shall retain commercials for one (1) year after they have been submitted. A commercial must be resubmitted after this period.

6. SKO currency

- A currency defined by Stichting KijkOnderzoek (SKO), which includes guest viewers? and time shifted viewing, shall be used for the purposes of viewing figures.
- Campaign results shall be calculated and billed on the basis of block viewing figures.
- The target group definitions which SKO uses shall be decisive. Whenever SKO amends a target group definition, Ad Alliance shall use such amended definition.
- An overview of all full audit and light broadcasters is listed on www.kijkonderzoek.nl.
- In 2023 SKO will be switching to a new measurement methodology from NMO, which will have an impact on our viewing figures. The Nationaal Media Onderzoek [National Media Research] (NMO) is an initiative of the media reach research organisations in the Netherlands: SKO, Stichting Nationaal Luister Onderzoek (NLO), Stichting Nationaal Onderzoek Multimedia (NOM) and the Verenigde Internet Exploitanten (VINEX). As of the time when the new NMO viewing research goes live, we shall base our viewing figures on all of the viewing time measured as part of this research.

7. Additional terms and conditions governing children

- Commercials for food products aimed at children of seven to twelve years of age shall only be permitted where such food products satisfy the nutritional criteria set out in the Advertising Code for Food Products and are procured on the basis of this target group. Commercials for food products aimed at children of up to seven years of age shall not be permitted.
- Campaigns for food or alcoholic (or non-alcoholic) beverages shall not be permitted in kids content.

8. Additional terms and conditions governing Online Gambling

- Should a prohibition be introduced, any advertising time that has been booked may be cancelled free of charge in respect of any month during which the prohibition applies.
- Online Gambling providers may only proceed with procurement, provided that they have a licence issued by the Netherlands Games of Chance Authority.
- The Online Gambling industry may only procure special Online Gambling packages?. These products shall not be available for purchase by other sectors.
- We shall place no more than one (1) commercial for online gambling advertisement in an advertising block.
- The maximum spot length of a commercial for online gambling shall amount to thirty (30) seconds.
- Tag-ons may not be used in a commercial for an online gambling advertiser.
- All commercials for online gambling advertisers shall be broadcasted after 10 pm based on the scheduled broadcasting time. This may differ from the actual broadcasting time. Ad Alliance shall not provide a warranty in respect of broadcasting time. Broadcasting as of 9 pm shall also be permitted on request.
- Billboarding shall be governed by separate terms and conditions. They may be found on our site at www.adalliance.nl/inkoopinformatie/billboarding-online-kansspelen.
- Commercials for online gambling advertisers may not reach an audience of which minor children and young adults together comprise more than 25%.
- The 2% discount applicable in the case of core target group procurement shall not apply.
- Ad Alliance may amend its policy based on legislative amendments, viewer feedback, current circumstances and/or any reason of its own.
- Ad Alliance shall be entitled to preclude channels and programmes based on viewer profiles and availability.
- An advertiser shall be responsible for the content of their commercials and for compliance with the applicable legislation and regulations (e.g. the policy rules of the Netherlands Games of Chance Authority, the Betting and Gaming Act [*Wet op de Kansspelen*], the Advertising Code and so forth).

9. Other terms and conditions

- In the case of an unpublished, unforeseen broadcast of a special event or programme, Ad Alliance may adjust the advertising blocks around or during the break(s) of the relevant broadcast.
- Alcohol advertisers may not advertise before 9 pm. They may also utilise the Promillage package or specific procurement in blocks after 9 pm.
- In 2023 the gross base content rate has been set at €2,723.00 per GRP and the base period rate at €2,354.00 per GRP. The normal indexes shall apply in the case of these basic rates. This gross base rate shall serve as the basis for the reference rates which are to be disclosed to the media firms after the relevant broadcast and the gross television spending which Nielsen Media Research, amongst others, records.
- Brands competing with Ad Alliance and its partners shall not be permitted to advertise in the Ad Alliance portfolio. Exceptions may only be made in consultation with Ad Alliance and with its approval.
- Additional guidelines shall apply in the case of campaigns involving erotically oriented products (see www.adalliance.nl), which may only be procured in consultation with Ad Alliance and with its consent.
- All Ad Alliance spot bookings and broadcasts shall be governed by its general terms and conditions. These general terms and conditions may be viewed at www.adalliance.nl.
- We may present additional terms and conditions during the year following the introduction of DAR (Dynamic Ad Replacement).

10. Cancellations

- In the event that an advertiser cancels advertising time, Ad Alliance shall be entitled to charge a cancellation fee for any booked advertising time that has not been utilised.
- Where more than 25% of the original booked value is cancelled at the advertiser level, Ad Alliance shall charge a cancellation fee equivalent to 4% of the cancelled campaign spots. VAT of 21% shall be added to such cancellation fee.
- In the event that cancellation occurs two (2) working days or less before the scheduled broadcast date, Ad Alliance may charge a cancellation fee equivalent to 100% of the cancelled spots. VAT of 21% shall be added to such cancellation fee.
- A cancellation fee of 4% shall not be charged for any cancellation for which a cancellation fee of 100% has already been charged.

- The following shall apply by way of an addendum to these cancellation rules. For the purposes of determining the original amount booked for an advertiser's entire campaign the overall budget requested for it shall be added up. The budget on the date on which advertising time is allocated shall serve as the starting point in this respect. The date of allocation shall be fixed and may be found at www.screenforce.nl.
- These cancellation rules shall not apply in respect of any campaign which has been requested and which is withdrawn before the official allocation.
- The budget that is first requested shall serve as the starting point in the case of a campaign which is requested and cancelled after the official allocation.
- A budget may only be shifted from one campaign to another of the same advertiser. Should it appear after the end of a month that more than 25% has been debited in respect of an advertiser's campaigns, a cancellation fee of 4% may be charged.
- In the event that it is impossible to place the entire budget that has been requested due to our involvement, the relevant amount shall be deducted from the original value booked and it shall not be deemed to constitute a cancellation.
- A reduction of a budget as a result of:
 - shifting it to a different month;
 - reducing it because the relevant spot length has been shortened or the programming has been changed;
 - distribution problems on the part of the advertiser;
 - rulings issued by sectoral or government bodies;
 - spots rejected by the relevant advertiser or Ad Alliance;
 - spots which are not ready in time;
 - a change in the strategy pursued by the relevant advertiser;
 - the relevant advertiser's postponement of a campaign;or any other similar cause shall be deemed to constitute a cancellation and shall therefore be subject to the cancellation rules.
- In the case of a cancellation the advertising time on the RTL broadcasting stations shall be cancelled. Cancellations shall only be effected immediately on themed broadcasting stations in the case of an emergency. Where Ad Alliance is of the opinion that there is no question of an emergency, the advertising time on the themed broadcasting stations shall be cancelled when it is first possible to do so.
- The following cancellation rules shall apply in the case of Billboarding:
 - where cancellation occurs more than eight (8) weeks before the scheduled broadcasting date, Ad Alliance shall be entitled to charge a cancellation fee equivalent to 25% of the cancelled Billboards plus VAT of 21%;
 - where cancellation occurs between four (4) and eight (8) weeks before the

scheduled broadcasting date, Ad Alliance shall be entitled to charge a cancellation fee equivalent to 50% of the cancelled Billboards plus VAT of 21%;

- where cancellation occurs between two (2) and four (4) weeks before the scheduled broadcasting date, Ad Alliance shall be entitled to charge a cancellation fee equivalent to 75% of the cancelled Billboards plus VAT of 21%;
- where cancellation occurs less than (2) weeks before the scheduled broadcasting date, Ad Alliance shall be entitled to charge a cancellation fee equivalent to 100% of the cancelled Billboards plus VAT of 21%.