

SALES POLICY FOR ONLINE ADVERTISING

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The sales policy governs the ordering of advertising on PRO PLUS's web portals (24ur.com, Okusno.je, Zadovoljna.si, Vizita.si, Moskisvet.com, Bibaleze.si, Dominvrt.si, Cekin.si, Caszazemljo.si).

1. INTRODUCTION

PRO PLUS – THE LEADING MEDIA COMPANY

- PRO PLUS is Slovenia's leading media company.
- It produces the most popular television programs, POP TV and Kanal A, as well as thematic television shows, BRIO, KINO, and OTO. It is also active in the digital space, with the most visited website, 24ur.com, eight thematic web portals, and the first Slovenian video library on demand, VOYO.

2. ADVERTISING GENERAL TERMS AND CONDITIONS

- Advertising space is marketed in accordance with web portal advertising offers.
- Unless otherwise agreed, the offer is valid for 14 days.
- Email orders are accepted.
- Before the first broadcast, all media plans must be confirmed with the original order form.
- The purchase order must include all of the required information, as defined in Annex 2 [on page 19](#).
- PRO PLUS sends the subscriber a confirmation email to sign, containing information on the set and number of advertising formats, as well as the price that will be charged at the end of the campaign.
- The order for participation in special projects of own production that has been submitted is binding and cannot be cancelled.

2.1. ADVERTISING GENERAL TERMS AND CONDITIONS

- When permitted, order cancellation is possible at least **2 business days** before the announcement of the advertising campaign. If an order is cancelled **1 business day** before the campaign's announcement, PRO PLUS reserves the right to charge 50% of the order's total value. If the order is cancelled on the **same day as the campaign's agreed-upon start date or during the campaign**, PRO PLUS may charge the full amount for the cancelled order.

ORDER CANCELLATION	CANCELLED ORDER PERCENTAGE OF CHARGED VALUE
2 business days	0%
1 business day	50%
on the first day of the campaign / during the campaign	100%

- Every working day from 8:00 to 16:00 is considered a business day.
- The deadline for manufactured banner delivery is **at least 2 business days before publication**.
- Materials for advertising collection, portrait, and other more demanding advertising formats, as well as special projects, are delivered **5 business days before publication**. In case when deadlines for delivery of materials are not met, PRO PLUS reserves the right to postpone the start of the campaign's publication to a later date.
- The day of publication for **PR articles and native articles** is determined by the availability of advertising space. A PR article must be delivered **at least 2 business days until 12:00** before publishing date. When ordering an integrated article, however, the advertiser must adhere to the deadlines outlined in the preparation instructions.

2.2. ADVERTISING GENERAL TERMS AND CONDITIONS

- PRO PLUS does not accept orders from unidentified clients and does not provide lease terms if the client is not clearly defined. The client is not permitted to assign the agreed-upon lease terms and/or advertising time/space to a third party.
- Offers for special creative forms of cooperation and leasing of creative forms of advertising are not subject to leasing in accordance with the price list for traditional advertising, and PRO PLUS can prepare an ad hoc offer with a special price for them.
- When determining the conditions, the principle of equal treatment of clients is always applied.
- PRO PLUS reserves the right to modify the terms of the published sales policy or the prices of individual dates. The new terms go into effect 14 days after they are published.
- It is illegal to agree on advertising share percentages when concluding deals with advertisers and agencies.
- Any unilateral statement by the advertiser or the agency regarding the share of the intended advertising investment on PRO PLUS has no bearing on the determination of the discount and other advertising conditions.
- Individual client discounts must be economically justified and based on identifiable criteria.
- When the agency participates in a tender for the lease of advertising where it represents a potential client, PRO PLUS is not required to provide lease terms because it would reveal the client's current conditions.

3. LIST OF ADVERTISING PRICES AND OTHER LEASE PARAMETERS

The advertising price list, which is published on the PRO PLUS website, is the price list that determines the rental price on PRO PLUS portals. Advertising prices are in euros and do not include VAT.

- PRO PLUS charges an additional 70% mark-up on the total value of the advertising campaign when advertising more than two different companies or more than two different products or services within the same ad. The aforementioned mark-up also applies when the advertiser mentions social networks like Facebook, YouTube, Twitter, Instagram, and so on. The advertiser must notify PRO PLUS, which must approve the content of such an advertisement; otherwise, PRO PLUS may refuse to play the advertisement at any time, even if the campaign has already begun.
- The amount of the mark-up in such advertisements is determined by the following parameters: the number, scope and type of advertisers, products and services that appear in an individual advertisement; the length and size of each advertiser's product or service within the ad; however, all other advertising parameters specified in the sales policy under point 3.1 are also taken into account.
- Depending on the client's notification and the above-mentioned parameters, PRO PLUS will make an offer and price to the advertising client, and the client will decide whether they want to broadcast such an advertisement; thus, the client accepts the offer, rejects the offer, and removes the third advertised products or services from its advertisement.

3.1. SPECIAL DISCOUNTS

- Barter agreements with other media companies are handled separately from other contracts. The discount is determined by a bilateral agreement with another media company.
- PRO PLUS can take into account the lease's unique circumstances and, in some cases, further stimulate the lease's terms.
- The lease agreement between the advertiser and PRO PLUS, which is unique and subject to certain restrictions, can also be influenced by the following parameters:
 - duration and term of advertising (seasonal / off-season advertising),
 - content of the advertising campaign (PRO PLUS supports the market launch of new products and services, charity campaigns, and campaigns that help to preserve the environment),
 - the advertising campaign's complexity,
 - how much time passes before the advertiser orders the advertising campaign (early and long-term ordering of advertising is desirable and brings benefits when renting advertising space),

3.1. SPECIAL DISCOUNTS

- advertiser's flexibility in delivering campaigns (whether the lack of impressions on one portal can be replaced by other portals; whether PRO PLUS can fully implement ad planning; whether the advertiser has requirements for ad serving restrictions)
 - a history of doing business with the client and keeping previous agreements,
 - financial considerations and client type (PRO PLUS takes into account the fact that the advertiser also has the potential to advertise in other countries in the region, whether it is a new client, an agency or a direct client),
 - whether the advertiser also appears on PRO PLUS TV channels,
 - whether the advertiser is also a PRO PLUS partner in other areas of business collaboration (supplier, etc.)
-
- PRO PLUS also encourages new creative forms of advertising that are distinct from traditional banner advertising.
 - Additional campaigns that are not agreed upon in advance or appear later above the agreed investment may have an impact on the final lease price.

3.2. ADDED VALUE

- Added value calculation:

Budget				Added value
from	0 €	to	499 €	50%
from	500 €	to	1,499 €	67%
from	1,500 €	to	2,499 €	75%
from	2,500 €	to	4,999 €	82%
from	5,000 €	to	9,999 €	95%
from	10,000 €	to	19,999 €	111%
from	20,000 €	to	29,999 €	131%
from	30,000 €	to	39,999 €	146%
from	40,000 €	to	49,999 €	163%
from	50,000 €	to	59,999 €	182%
from	60,000 €	to	69,999 €	204%
from	70,000 €	to	79,999 €	232%
from	80,000 €	to	89,999 €	269%
from	90,000 €	to	99,999 €	297%
above	100,000 €			320%

- Each budget class listed in the table for which the advertiser has committed for a specific contractual period receives added value. The price is calculated on the basis of a growth scale (increment). If the advertiser exceeds the budget before the end of the contract period, they will be assigned a new added value based on the new budget class. Leasing at the new value added begins with the overdraft and does not include retroactive settlement.

4. CREATIVE FORMS OF ADVERTISING

SPONSORSHIP OF THE PORTAL

- PRO PLUS can also sell the sponsorship of a single portal to multiple co-sponsors as long as they do not promote the same product groups.
- The sponsor of a specific portal may not influence the content of the portal in any way that interferes with PRO PLUS's responsibility and editorial independence.

PROMOTIONAL PLACEMENT OF PRODUCTS IN VIDEOS

- Before beginning video production, the client and PRO PLUS must agree on the promotional placement of products or services in videos. The client confirms the promotional placement agreement prior to the start of filming and cannot cancel it later, or else they must pay the full cost of production.

5. SUBSTANTIVE AND TECHNICAL CONDITIONS

- Advertisement formats must be technically prepared and sent in accordance with the instructions for preparing advertising materials, which are available on the PRO PLUS website at <https://www.24ur.com/s/bYMWep>
- The advertiser is fully responsible for the content of the advertisement and the truthfulness of the statements, and will defend the provider against any and all third-party claims against PRO PLUS in connection with advertisements and their display, especially claims under the media, the AV Media Services Act, regulations in the field of consumer protection, competition protection, protection of copyright and related rights, and other claims that the provider would suffer in connection with third-party claims.
- The advertiser ensures that the advertising content complies with the Slovenian Advertising Code, as well as the current Media Act and the Audiovisual Media Services Act.
- When placing an order, the advertiser declares and guarantees that they have entered into appropriate licence and other agreements with the holders of copyrights and related rights, and that they have the right to use copyrighted works in advertisements, including the right to use them for public communication on PRO PLUS web portals, and that they have paid all costs associated with such rights of use. If the client and the advertiser are separate entities, they are jointly and severally liable for the aforementioned PRO PLUS obligations.
- The advertiser is required to notify PRO PLUS of the presence of one or more additional advertisers in the advertisement prior to the deadline for submission of materials and order form.

6. TERMS OF PAYMENT

- PRO PLUS will issue and deliver an invoice for the payment of the advertising price to the client or agency no later than 8 working days after the last broadcast of the advertising or after each monthly order.
- Unless otherwise agreed with the advertiser or the agency, the invoice payment deadline is 8 working days from the date of the invoice.
- All new clients must prepay for advertising prior to the first broadcast (expected 3 days). A new client is a client who has not ordered PRO PLUS advertising in the previous year (365 days). An order must be approved by the Financial Director and the Marketing Director if no advance payment is made.
- If the advertiser fails to pay the overdue advertising bill or any other overdue financial obligation, PRO PLUS will charge statutory default interest for each day of delay and may refuse to broadcast any advertising leased by the advertiser until all outstanding and overdue debts are settled.

7. FAILURE TO MEET CONTRACTUAL OBLIGATIONS

- If PRO PLUS broadcasts an incorrect advertiser's advertisement due to its own error, and the client has submitted the advertisement in accordance with the general terms and conditions and given clear instructions as to which advertisement is suitable for advertising, the client has the right to request free advertising. The amount of the ordered campaign remains unchanged.
- In the event that the client's agreed-upon budget is not met, the settlement is made in accordance with the corresponding class, taking into account all additional surcharges and discounts as per the sales policy. In the event of non-compliance with the agreed-upon budget, all clients must be treated equally.

8. GENERAL PROVISIONS

- All agreements between the agency, the client, and PRO PLUS are confidential information, and any unauthorised disclosure is dealt with in accordance with Republic of Slovenia regulations. In the event of unauthorised disclosure of confidential information, the party who suffered material or non-material damage may seek it from the party who caused the damage.
- PRO PLUS accepts complaints no later than 8 days after the broadcast of the advertisement in question. PRO PLUS is not required to consider complaints after this deadline has passed.
- The client may reject the issued invoice in writing no later than 8 days after it is issued, stating the reasons and returning the original invoice. After this deadline, PRO PLUS is not required to consider the invoice's rejection.
- Any disputes are resolved in the Republic of Slovenia by a court with substantive and territorial jurisdiction.

ANNEX 1: LEASE OFFER

LEASE OFFER OF ADVERTISING SPACE ON PRO PLUS PORTALS

The following information must be included in the offer:

- the name of the client, advertiser, product and campaign,
- the duration of advertising,
- the value of advertising during this period,
- the offer's expiration date and period of validity,
- a list and number of leased ad formats,
- the name of the portal where the various ad formats will appear,
- any other annexes with additional lease terms agreed upon.

EXAMPLE OF AN OFFER

FINANCIAL OFFER

AGENCY:

DURATION:

CLIENT:

PRODUCT:

FORMAT	WEBSITE	CPM	NUMBER OF IMPRESSION	TOTAL VALUE	GROSS PRICE
ProAd native	PRO PLUS portals	0,30 €/click	2000 clicks	600 €	
Banner 300x250 px	PRO PLUS portali	9 €	100.000	900 €	
TOTAL				1.500 €	1.500,00 €

PROPLUS

PROPLUS 24UR OKISNOJE ZADOVOLJINJE VIZI+&.SI Cekin.si BIBALEZE.si Dom in Vrt.si MOŠKISVET.si moji katalogi časazemlja

ANNEX 2: LEASE ORDER FORM

LEASE ORDER FORM FOR ADVERTISING SPACE ON PRO PLUS PORTALS

The following information must be included in the lease order form:

- advertiser
- lessee
- lease period
- date of the order
- signature or official stamp of the lessee
- the value of advertising the ordered campaign
- lease medium (website name)
- order number
- address, official name, contact details of the lessee
- brand
- name of the campaign

If some of the above information is not included on the lease order form, it must still communicate all of the basic parameters required for order execution in a clear and unambiguous manner.

EXAMPLE OF LEASE ORDER FORM

Prejemnik
ProPlus d.o.o.
Kranjčeva ulica 26, Ljubljana, 1000 Ljubljana
SI-1000 Ljubljana

ID za DDV

Datum

8.03.2021

Odgovorna oseba

Plačilni rok

Pogodbeno dogovorjeno

Naročilnica TM-158

Naročilo na osnovi sklenjene pogodbe o sodelovanju.

Ident	Naziv	Bruto vrednost	Popust	Cena	R. %	Vrednost
	www.24ur.com		17%			

Skupaj EUR (brez DDV)

NAROČNIK:

BLAGOVNA ZNAMKA:

DATUM OBJAVE:

29.03.2021

MESTO OBJAVE:

WWW.24UR.COM

DIMENZIJE OGLASA:

Računu za objave v tisku je nujno potrebno priložiti dokazni izvod, sicer agencija računa ni dolžna sprejeti.
Na računu je obvezno potrebno navesti številko naročilnice.

Prosimo vas, da naročilnico takoj po prejemu pregledate ter še pred objavo sporočite, če se z naročilom ne strinjate.
Kasnejših reklamacij ne bomo mogli upoštevati.

- Sales Manager: Aleš Muhič
- General Manager: Styliani Litou