

**1. Application**

These Terms & Conditions for Advertising Space apply to the Agreement between SM and the Customer regarding the granting of Advertising Space (defined below).

**2. Definitions**

- 2.1 The following defined terms used in these Terms & Conditions for Advertising Space shall have the following meaning:

“**General Terms & Conditions**” refers to SM’s general terms & conditions in force at any given time.

“**The Agreement**” refers to the agreement between SM and the Customer regarding the products and services that SM provides to the Customer, consisting of Special Terms & Conditions, these Terms & Conditions for Advertising Space, General Terms & Conditions, the General Rules in force at any given time, the Personal Data Processor Agreement (if applicable) and any terms and conditions or appendices attached or referred to in the Agreement and amendments or additions to the Agreement.

“**Material**” refers to physical or digital advertising or sponsor material presented in the Advertising Space.

“**Advertising Period**” refers to the period during which Material is presented in the Advertising Space.

“**Advertising Space**” refers to physical - or digital advertising, advertising - or sponsor space inside or outside the Facility or any other location or digital.

- 2.2 Defined terms that are used in these Terms & Conditions for Advertising Space but not defined herein shall have the meanings specified in the General Terms & Conditions.

**3. Booking of Advertising Spaces**

- 3.1 The Customer books and SM grants Advertising Space in accordance with and to the extent specified in the Agreement.

- 3.2 Booked Advertising Space, Advertising Period, price, and other information about the booking are set out in the Special Terms & Conditions.

**4. Cancellation**

- 4.1 The Customer is entitled to cancel the Advertising Spaces in writing no later than 90 days before the start date of the Advertising Period.
- 4.2 If a cancellation is received by SM later than 90 days before the start date of the Advertising Period, the Customer will be obliged to pay full remuneration equivalent to the total price specified in the Agreement. SM is entitled to bill the customer immediately after such cancellation.

**5. Terms of payment**

- 5.1 Unless otherwise agreed, payment for Advertising Space shall be made by the Customer in advance and against invoice with a payment term of thirty (30) days. For longer campaigns, the Customer may be billed on a monthly basis. Costs for production are invoiced in arrears after production has taken place.
- 5.2 If the Customer is an advertising agency, media agency or other intermediary, SM may, by separate agreement, bill the end customer directly. However, the Customer shall remain liable for payment under this Agreement.
- 5.3 SM reserves the right to charge fees and compensation for issuing invoices, reminders, claims, late payment fees, etc. In the event of late payment, the Customer will also be charged interest on overdue payment at one and a half (1.5) per cent per month.
- 5.4 VAT and other statutory taxes will be added.

**6. Material:**

- 6.1 The Customer shall, at their own expense, provide Material for the Advertising Space to SM, unless otherwise specified in the Agreement.
- 6.2 Material should be received by SM no later than at the time for price differentiation, i.e., the time which is communicated for each respective Event for ordering products and services without price markup. The Material should correspond to the specifications set out in the Agreement. If the time for price differentiation has not been communicated, the Material should be received by SM no later than 28 days before the start date of the Advertising Period. SM reserves the right to add a markup on the price for Advertising Space, if Material is received after this date.
- 6.3 If no adequate Material is received by SM no later than 28 days before the start date of the Advertising Period, SM will endeavor to ensure, but does not guarantee, that the service can be performed in accordance with the Agreement. SM will be entitled to full payment even if the Customer does not deliver adequate Material before the specified deadline.
- 6.4 The Customer understands and agrees that (i) Materials are subject to normal wear (depending on conditions), (ii) SM is not liable for damage to Material, unless such damage is caused by gross negligence or intent on the part of SM or by personnel for whom SM is responsible, and (iii) SM is entitled to remove damaged Material or to obtain new Material at the Customer’s expense for the replacement of damaged Material.
- 6.5 Material from the Customer is discarded by SM when it is replaced with new Material or after the end of the Advertising Period, unless otherwise agreed.

**7. Competitor advertising**

- 7.1 The Customer understands and agrees that advertising messages for activities that compete with the Customer may appear in spaces adjacent to the Customer’s booked Advertising Space.
- 7.2 SM is entitled, in consultation with the Customer, to temporarily restrict the Customer’s access to booked Advertising Spaces during the Advertising Period if required by another Customer for reasons of competition. Where applicable, remuneration for booked Advertising Space may be adjusted by agreement between SM and the Customer.

**8. Change in Events and reallocation**

- 8.1 SM reserves the right to make changes to the Events held at SM’s Facility during the period of the Customer’s bookings of Advertising Space.
- 8.2 SM is always entitled to adjust and reallocate the assigned Advertising Space in accordance with SM’s corresponding or equivalent placement of Advertising Space without the Customer being released from their obligation to pay remuneration. If SM cannot offer corresponding or equivalent placement of Advertising Space, the Customer will be entitled to terminate the Agreement for the Advertising Space in question and to recover any remuneration (not credit balances) that has been paid for the Advertising Space in question.

**9. Complaints**

The Customer has an obligation to point out faults, damage or other deficiencies in the granted Advertising Space or service in writing without delay and no later than three (3) days after the start date of the Advertising Period. In the event of a verified deficiency in the granted Advertising Spaces or service, the Customer will be entitled to reasonable compensation through a deduction from the price for the SM service.

**10. Restoration of Advertising Space**

Upon completion, the Customer should leave any physical Advertising Spaces that have been in the Customer’s possession in the same condition as when they were taken over. If the Customer has caused damage to an Advertising Space that has been in the Customer’s possession, SM will be entitled to repair, clean or in any other way restore the physical Advertising Spaces at the Customer’s expense.

**11. Material content**

- 11.1 The Customer is solely liable for the content in the Material.
- 11.2 The Customer’s Material or advertising messages may not contravene the Agreement, applicable statutory and regulatory provisions, the International Chamber of Commerce’s rules for advertising and marketing communication or other applicable rules, nor may they be unethical, immoral, inappropriate, offensive, abusive, or provocative in nature.
- 11.3 SM reserves the right to (i) preview and refuse Material, and (ii) remove any Material that SM deems to be in conflict with clause 11.2.
- 11.4 The Customer will be liable to compensate SM for all expenses, costs, losses, damages, or other claims that SM suffers due to the content of the Material, including but not exclusively for if the Customer’s advertising message violates applicable laws or regulations or infringes the rights of a third party. This obligation also applies to Material to which SM has not previously raised objections.
- 11.5 SM will be entitled to full compensation in accordance with the Agreement if booked Advertising Space cannot be used by the Customer because the Customer has not observed or complied with applicable regulations and rules for the content of the Material.

**1. Confidentiality**

- 1.1 The Parties undertake not to disclose information to third parties about the content of Special Terms & Conditions or confidential information or trade secrets about the other Party without the written consent of that Party.
- 1.2 This confidentiality undertaking does not prevent a party from disclosing information that a party is obliged to disclose by law, court order or governmental authority, or agreement with a stock exchange or other marketplace.