

TERMS AND CONDITIONS OF ADVERTISING CONTRACT

1. EMERGENCE OF CONTRACT

The offers made of advertising films are valid on provisional Terms of Contract. In other words, Clear Channel Finland Ltd. has the right to offer the advertising spot in question to a third party until the party, to which the offer has been made, has announced its acceptance of the offer to Clear Channel Finland Ltd. The Contract is considered effective from the moment that the Buyer or its representative has in writing, or in another verifiable way, confirmed acceptance of the offer. The Contract will be reinforced in writing, and both parties shall sign the Contract. The Buyer must return the signed Contract within seven (7) days of its dispatch to the Buyer; otherwise Clear Channel Finland Ltd. has the right to free the campaign in question for re-tender. When ordering an advertising campaign, the product to be advertised and the advertiser shall be identified, and the point of time and the intended length of the advertising film shall be indicated.

2. ADVERTISING CYCLES AND SUPERBOARD

All advertising films shall be ordered in a minimum of one (1) week's cycle. An advertising film campaign always begins on a Friday.

Superboard advertisements are run first in the beginning of the film and they are made up of still pictures.

3. ANNULING THE CONTRACT

In case the Buyer cancels a campaign on which a contract has been made more than twelve (12) weeks before the campaign has been scheduled to commence, Clear Channel Finland Ltd. shall charge the Buyer in the amount of twenty per cent (20%) of the total price of the Contract. In case the Buyer cancels a campaign on which a contract has been made less than twelve (12) weeks before the campaign has been scheduled to commence, Clear Channel Finland Ltd. shall charge the Buyer in the full amount of the price of the Contract.

The annulment has to be submitted in writing.

4. CONTACT GUARANTEE

Clear Channel Finland Ltd. shall give a contact guarantee on all nation-wide campaigns (all movies included) lasting at least four (4) weeks. 90% of the predicted gross contacts are guaranteed. The number of contacts is based on the viewer prognoses made by Finnkino, which are subject to change during the year. In case the number of contacts falls short of the guarantee, this is compensated by continuing the campaign with the customer's consent. If the number of contacts guaranteed is not met, no money compensation is made, however.

5. INVOICING

The campaign is invoiced in the beginning of the advertising campaign. Complaints upon the invoice must be made within ten (10) days of the invoice date.

6. TERMS OF PAYMENT

The term of payment is 14 days from the invoice date, unless agreed otherwise. A late payment penalty will be collected under the Interest Act (633/1982) at the reference rate in force at the time in question.

7. ADVERTISING FILM PRODUCTION

All requirements, technical and other, pertaining to the material shall be submitted to Clear Channel Finland Ltd. for inspection.

8. DELIVERY OF ADVERTISEMENTS

An advertising film campaign always begins on a Friday. The Customer shall deliver the advertising film to the advertising management of Clear Channel Finland Ltd. (at Toast Post Production Ltd.) at least seven (7) days prior to the commencement of the campaign, in other words on the previous Friday by 4 p.m. In case the material is delivered late, the commencement of the campaign shall be postponed by 1 week. Clear Channel is not liable in case the advertisement is late from the agreed schedule. Possible changes to the advertising schedule must at all times be informed upon and agreed upon separately.

The Customer shall be liable for all extra costs resulting from any delays to the schedule.

9. CONTENTS OF ADVERTISEMENT

Clear Channel Finland Ltd. has agreed, in the contracts made with business partners and the authorities, upon removing any generally deplorable advertising films, if so demanded. In case the Customer's advertising campaign is discontinued for the above reason, Clear Channel Finland Ltd. is not liable to remunerate any damages, costs or losses occurring to the Customer.

10. USING SUPPLIERS

Clear Channel Finland Ltd. has the right to use the services of suppliers in order to fulfil its contractual obligations.

11. LIMITATION OF RISK

Clear Channel Finland Ltd. is not in any way liable for any direct or indirect damages occurring to the Customer, such as the loss of profits or the demands of a third party. The limitation to risk does not apply to damages caused with intent or by gross negligence.

12. FORCE MAJEURE

Clear Channel Finland Ltd. is not liable for delays or damages where they occur as a result of Force Majeure. Such failures are considered to involve all reasons beyond Clear Channel Finland Ltd's powers, which it cannot reasonably have been expected to foresee at the time of drafting the Contract, and which inhibits Clear Channel Finland Ltd. from fulfilling its obligations under the Contract, without the possibility to remove such a restraint at reasonable cost and effort. Force Majeure is considered to include for example war, mutiny, internal disorder, labour dispute, natural disaster, fire, import ban or other measures of the authorities, disruption of public transport or energy supply. Strike, lockout, boycott or other industrial action are considered to be the result of Force Majeure also in the case that a contracting party is involved in or targeted by it. Furthermore, it is also considered grounds for discharge from liability, if a supplier of Clear Channel Finland Ltd. has been met by Force Majeure, and if subcontracting another supplier would cause unreasonable costs or significant delay.

13. CONTRACT TRANSFER

Clear Channel Ltd. has the right to transfer the contract made with a Customer to another company within the same Group with Clear Channel Finland Ltd, including all rights and liabilities.