

General terms and conditions of business when purchasing advertising from Berlingske Media

General

These terms and conditions of business apply to both digital and printed media for advertising with Berlingske Media. Furthermore, conditions in the "[Agreement on Advertising Terms](#)" between Danske Medier and Kreativitet & Kommunikation apply. To the extent that there is a discrepancy between these terms and conditions and the agreement(s) entered into between Danske Medier and Kreativitet & Kommunikation, these general terms and conditions apply.

Responsibility for the content of the advertisement

It is the responsibility of the client/advertiser to ensure that no advertisements are inserted that are in breach of applicable legislation and/or the International Code of Marketing (ICC Code of Advertising and Marketing Communications).

Likewise, it is the responsibility of the client/advertiser to have all the necessary rights for commercial use of material included in the advertisement.

The client/advertiser also guarantees that an advertisement does not refer or link to illegal websites that do not comply with the Marketing Act, the Act on Prohibition of Tobacco Advertising or other applicable laws.

Advertisements may not be designed such that their message may be confused with editorial content. Berlingske Media reserves the right to immediately stop advertisements that contravene this.

The client/advertiser may not resell or pass on purchased advertising space to other advertisers without prior written agreement with Berlingske Media.



In relation to Act No. 801 of 09/06/2020 also known as the "Quick Loans Act" L 149, Berlingske Media has introduced the following guidelines:

- Lending companies may only advertise with Berlingske, Euroinvestor and Weekendavisen
- Game providers/betting may only advertise with B.T. However, lending companies can advertise on the B.T. subpage 'Penge', where no betting companies are permitted to advertise.

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Berlingske Media actively discourages the use of the company's products and services for illegal purposes, including infringements of copyright and infringements of intellectual property rights. We are therefore also co-signatories of the Rights Alliance [Codex](#).

The client/advertiser shall indemnify Berlingske Media A/S for any loss as a result of inserted advertising that does not meet the conditions mentioned under "Liability for the content of the advertisement".

Pricing

All advertised prices are exclusive of VAT, unless otherwise stated. However, prices for advertisements placed by private individuals (e.g. obituaries) will be stated as prices incl. VAT. All stated prices for newspaper advertising are also exclusive of an environmental surcharge, which is added when invoicing. Berlingske Media has the right to change its prices and trading conditions at any time.

Reimbursements

For advertisers who are part of the cooperation agreement between Danske Medier and Kreativitet & Kommunikation, terms and conditions in "Agreement on Advertising Terms" & "Standards for Advertising" apply.

Payment

Payment shall be made within the payment deadline, which is net 60 days. If payment is not made in time, Berlingske Media is entitled to claim interest on the amount due at 2% per month of the existing balance at any time from the due date until payment is made.



Berlingske Media A/S charges a reminder fee of DKK 100.00 for each sent payment reminder.

Failure to pay after the due date could result in surrender to legal debt collection without further notice. Berlingske Media A/S is entitled to collect debt collection costs.

Cancellation after deadlines

In the case of cancellations that occur after the set order deadlines, Berlingske Media is entitled to invoice the client/advertiser for the entire agreed advertising price.

Complaints and compensation

In the event of an error in the advertisement which can clearly be attributed to a mistake made by Berlingske Media, compensation can be agreed in the form of a reduction in the price of the advertisement or by reprinting the advertisement. The compensation can never exceed the price actually paid by the client/advertiser for the advertisement.

Complaints must reach us no later than 10 working days after the advertisement has been placed. Berlingske Media reserves the right to reject any complaint if the material does NOT comply with the industry standard. See annoncemateriale.dk

General limitation of liability

Berlingske Media A/S' liability towards the client/advertiser may at no time exceed the net price the advertiser has paid for placing the advertisement. Under no circumstances may reimbursement be claimed for indirect losses as a result of errors in advertisements, failure to insert or incorrectly inserted advertising material.

Berlingske Media is not obliged to insert a given advertisement/campaign, even if the order has been received and confirmed. An advertisement may be rejected at any time and without further justification by the editor-in-chief responsible for the media in question if its inclusion is not desired.

Data collection



It is not permitted to place cookies or otherwise collect data about the users on Berlingske Media's websites without prior agreement with Berlingske Media. Cookies or other tracking technologies may at not time be placed without valid consent from the user. Unauthorised placement of cookies and/or collection of data may constitute liability under law. See further information about our GDPR policy [here](#).

Agreements regarding the use of Berlingske Media's data impose a special responsibility on partners. The collaboration partner and its subcontractors undertake to process Berlingske Media's data in accordance with the rules for the processing of personal data, including the EU Data Protection Regulation 2016/679 of 27 April 2016.

In addition, the collaboration partner and its subcontractors undertake to obtain consent for data collection and data processing cf. the industry standard from the IAB Transparency and Consent Framework, and through this to disclose all purposes for the data collection and use of technologies used on Berlingske Media's services.

Only consents that have been collected and forwarded from Berlingske Media's Consent Management Platform may be used. Collaborators and its subcontractors are therefore obliged to be able to receive and act on the basis of consents from Berlingske Media's users sent through the IABTransparency and Consent Framework.

Native advertising/advertiser paid content

Berlingske Media Advertising offers, in collaboration with an advertiser, to produce advertiser-paid content, called native advertising. Native advertisements are clearly declared as "ADVERTISEMENT" or "SPONSORED CONTENT".

Berlingske Media reserves the right to reject campaigns that we believe may be problematic in relation to the credibility and integrity of our media.

We do not offer native advertising that relates to religious or political topics. We reserve the right to refuse advertising for



products that are sold with a promise of health-promoting or healing effects.

Parliamentary elections

Berlingske Media reserves the right to be able to move/allocate advertisement placements and/or change the insertion date of booked advertisements in connection with the publication of a parliamentary election in Denmark. Such changes are made as soon as the date of the election is known and the advertiser is informed as soon as possible. There is no compensation for these changes.

Force majeure

Berlingske Media is not responsible to the client/advertiser for circumstances that occur that Berlingske Media has no direct control over, such as natural disasters, strikes, delays from subcontractors, etc. In such cases, Berlingske Media is entitled to postpone delivery until the obstacle to performance has ceased or, alternatively, to cancel the agreement in whole or in part without compensation.

Law and disputes

Any dispute between a client/advertiser and Berlingske Media is subject to Danish law and shall be settled by the Danish courts.

Confidentiality

The parties have a duty to secrecy regarding information that has been received as part of an advertising collaboration and that has the character of being confidential information. Such information may only be used for performance of the collaboration.

Company information

Berlingske Media A/S Pilestræde 34
1112 København K
CVR: 29207313

Should these "Terms and Conditions" deviate from the Danish version, the Danish version applies in all circumstances.