



Schibsted's Data Policy for Advertisers

Version: 1.1

Revision date: 2015.11.16

Purpose and scope

The purpose of Schibsted's Data Policy for Advertisers (the Policy) is to regulate the use of data from digital services owned by Schibsted ASA and our affiliated companies ('Schibsted Media Group'). The Policy applies to all activities related to placement of ads on *Schibsted Services* by advertisers, agencies, trading desks or third parties. When you buy an ad placement on *Schibsted Services*, you are responsible for complying with, and for ensuring in good faith that your relevant subsidiaries, customers and/or service providers comply with, the following terms and conditions.

Policy updates

Schibsted Media Group reserves the right to make exceptions to the Policy on a case-by-case basis, and to update the terms and conditions as necessary. As part of the update process, Schibsted Media Group will consult with relevant external parties such as industry organizations and/or authorities. Updates will not affect existing advertising agreements unless agreed between the parties. The updates will be announced at <http://www.schibsted.com/no/datapolicy/> and other available channels at least ninety business days before the updates go into effect.

Definitions

"Performance Data" means any data gathered during the delivery of an ad that relates to the performance or outcome of ads served on *Schibsted Sites*, such as number of impressions, clicks on ads, conversions, attributions or post-conversion analytics

"Personal Data" means any information relating to an identified or identifiable natural person as defined by the EU Data Protection Directive 95/46/EC

"Schibsted Data" means any data elements or segments that originates from or is provided by *Schibsted Services*

"Schibsted Service" means any digital service owned by Schibsted Media Group

"Schibsted User" means the end-user of any *Schibsted Service*

General provisions

Schibsted Data and data related to *Schibsted Users* and/or *Schibsted Services* may be used for the sole purpose of advertising on *Schibsted Services*. It is not allowed to gather, use, transfer or in other ways process such data unless permitted by these terms.

Any entity involved in data collection or use as part of advertising activities on *Schibsted Services* shall comply with relevant legal obligations and give clear, meaningful, and prominent notice on their own web sites that describes their data collection and use practices (e.g. through a privacy policy statement).

Processing of personal data

- Do not collect, disclose or in other way process a *Schibsted User's Personal Data* when advertising on *Schibsted Services* unless:
 - i. the user has initiated and explicitly submitted personal data by their own voluntary choice (e.g. filling out a contact form), and
 - ii. the organization collecting the data is clearly identified within the ad unit.
- IP-addresses collected and used for geographic targeting or reporting in the ad placement process on *Schibsted Services* must be anonymized as soon as technically feasible at the earliest possible stage of the collection network.

Segmenting, profiling and tracking

- *Performance Data* may be gathered and processed solely to measure, compare, analyze and improve the performance or outcome of advertising activities for independent campaigns or clients. *Performance data* may also be processed across multiple campaigns and clients within a media-agency and/or corporate group for the aforementioned purposes, subject to the conditions of this Policy.
- Do not create, enhance or repurpose any profiles, segments, or interest-based categories associated with or related to
 - i. any *Schibsted User* as such,
 - ii. any *Schibsted User's* activity on a *Schibsted Service*,
 - iii. any *Schibsted Data*.

Example: Your company has an ad campaign on FINN.no, and you have asked us to help you target 30 to 40 year old users that are browsing for weekend getaways. You may not supplement your existing profiles/segments/categories with information that these are users of FINN.no (Schibsted Users as such), that they browse for weekend getaways (activities on a Schibsted Service) or that they are 30 to 40 years old (Schibsted Data).

The performance data may be used for general learning purposes, but not to further segment, profile or target users. You may for instance track site reach, number of ad impressions or conversion to compare performance on Schibsted Services with other domains. You may not supplement existing profiles/segments/categories with data originating from Schibsted, and you may not use Performance Data concerning individual users in campaigns for other customers. Methods to optimize ad allocation are allowed only so far as the methods adheres to these principles.

Note: Segmenting, profiling and/or tracking outside of Schibsted Services, such as on landing pages, is not governed by this Policy, except the general requirements that such activities shall be disclosed in relevant privacy policies.

Targeting

- *Schibsted Data* may be used solely for the purpose of advertising on *Schibsted Services*. Do not target or retarget *Schibsted Users* on other applications or services.

Example: Your company runs a targeted ad campaign on Aftenposten.no based on Schibsted Data. Since the campaign is based on Schibsted Data, you may not use cookies or similar technologies to target/retarget the same user on a different website/service.



Use of unique identifiers

- Do not associate unique identifiers with any *Schibsted User* or *Schibsted Data*, and do not use or share any data that would make it possible for such association to take place, unless the identifiers are needed for the collection and processing of *Performance Data*.

Example: Your company has an ad campaign on VG.no where you retarget your customers based on a cookie you set last time they visited your online store or with device fingerprinting techniques. You may not associate the fact that the user has been retargeted at VG.no with your cookie, fingerprinting or customer data. Unique identifiers such as cookies may be used to optimize ad frequency across a campaign as part of the gathering and processing of Performance Data.

Data transfers and third parties

- Do not distribute *Schibsted Data* to any third party, including ad exchanges, data collection platforms or other systems for any other purpose than to deliver advertisements and to enable data processing and use as permitted by this Policy.
- Third parties that are utilized as part of advertising activities on *Schibsted Services* must be duly informed about this Policy
- Schibsted shall receive notification of all third parties subject to this Policy.

Sanctions

Any infringement of these terms and conditions involves a material breach of the advertising contract between the advertiser/agency and Schibsted Media Group. In the event of such a material breach of contract, Schibsted Media Group has the right to terminate the agreement with immediate effect and to demand damages for the direct loss incurred through the breach of contract. Any damages are limited to the fee paid for the relevant advertising contract/campaign.

Schibsted Media Group may also suspend or terminate the advertising agreement on reasonable suspicion on infringement until the matter is deemed resolved by Schibsted Media Group.

Unilateral undertaking

The undersigned accepts these terms and conditions, and undertakes to comply with them.

Place and date: _____

Company: _____

Signature of authorized signatory: _____

Name in block letters: _____