



Brand Safety (DTSG) UK Good Practice Principles – Guidance Notes

Introduction

The UK¹ Good Practice Principles ('the Principles') have been drafted by a cross-industry group called the Digital Trading Standards Group (DTSG)². The intention of the Principles is to significantly reduce the risk of the misplacement of display and audio advertising on digital media properties, uphold brand safety and protect the integrity of digital advertising. The work of the DTSG also reflects a common goal: that digital display and audio advertising should not support inappropriate or illegal content or services.

The Principles cover commitments for all businesses involved in the buying, selling or facilitating of display or audio advertising. These Principles, however, do not apply to Facilitators providing standalone ad serving services.

The principles aspire to evolve the objectives of the UK Internet Advertising Sales House (IASH) code in line with current and future technology and trading methods.

The aim of this document is to provide plain-language guidance to the Brand Safety (DTSG) Good Practice Principles (GPPs). As such, this document will necessarily re-state and simplify much of the wording from the GPPs, and will additionally endeavor to provide a degree of reason behind each of these.

The Principles

1. The Buyers and Sellers of digital display and audio advertising shall ensure that the transaction is one pursuant to either (a) a Primary Agreement or (b) the specific terms and policies within an agreed or signed contract. An example of a Primary Agreement can be found at www.jicwebs.org.

This ensures that the onus is on both the Buyer and the Seller to ensure that any rules, provisions or stipulations regarding brand safety or ad misplacement which the Buyer requires on any specific given buy are set out, documented and agreed in advance of a booking being made.

¹ Business with the UK presence, targeting UK audience/users.

² The DTSG is made up of representatives of the following parts of the digital display and audio trading ecosystem: advertisers, agencies, agency trading desks (ATDs), demand side platforms (DSPs), advertising networks, sales houses, advertising exchanges, supply side platforms (SSPs) and publishers.



2. A Primary Agreement, or the specific terms and policies within an agreed or signed contract, should include the Buyers and Sellers' intention as to where the advertising;

- a. should (or should not) appear in the case of display advertising or
- b. should (or should not) be accessed in the case of audio advertising

The Buyers and Sellers should select from one or both of the following means to minimise ad misplacement:

A. Independently-certified (to JICWEBS standards) Content Verification (CV) tool (criteria agreed between the Buyer and Seller pre-delivery); or

B. Appropriate / Inappropriate Schedules (criteria agreed between the Buyer and Seller pre-delivery)

A Primary Agreement or agreed/signed contract should detail what the Buyer / Seller have agreed regarding where advertising should (or should not) appear in the case of display advertising, or should (or should not) be heard in the case of audio advertising, and which of the following means will be used to minimise ad misplacement (or if it will be both);

CV tool (Independently-certified to JICWEBS standards) and / or Appropriate / Inappropriate schedules. Such schedules may include/exclude sites, URLs, or applications that are deemed either appropriate or inappropriate by Buyers and Sellers. JICWEBS does not suggest criteria or scheduling, or any form of appropriate or inappropriate destinations. This is solely for the discretion of the buyer and subject to agreement between a Buyer and Seller. Any rules, provisions or stipulations required by a specific Buyer are for that Buyer to decide, and for any given Seller to accept, reject, or negotiate based on the respective position of both parties.

It has been the aim of the Industry to ensure that JICWEBS provides the industry with a fair framework, as described by consensus across The Industry, rather than proscribing what is or is not acceptable per se. A Buyer might, for instance, request that a buy might be subject to an Inappropriate Schedule such as a blacklist (a list of sites or URL's on which ads must not be placed) drawn up by that Buyer and agreed in advance with the Seller, or an industry-recognised blacklist such as The Infringing Website List (IWL) controlled by the Police Intellectual Property Crime Unit (PIPCU).

Any Facilitator, (i.e. a business which provides a technology platform with the primary purpose of brokering the placement of display ads between Buyers and Sellers (e.g. an ad exchange)), will abide by any such criteria selected by the Buyer and / or Seller in the user interface provided by that Facilitator.



3. Sellers should confirm the specific provisions applied to minimise the risk of ad misplacement, irrespective of whether inventory is sourced directly or indirectly. In the absence of specific provisions, then as a minimum, a statement of reasonable endeavours is required.

Sellers should – as far as possible – confirm what specifically they do in order to minimize the risk of ad misplacement; particularly so that the buyer understands whether or not inventory is sourced directly or indirectly. For example and illustration, if;

- (a) An Agency or Advertiser buys advertising space on a Publisher/Content Creators site, or on a Platform, directly, then the Publisher/Content Creator or Platform has the responsibility to confirm to the buyer whether specific provisions are applied to minimise the risk of ad misplacement. In the case where specific provisions do not exist, the Publisher/Content Creator or Platform will set out, as a minimum, their reasonable endeavors. In the event of ad misplacement any concerns or complaints should be raised with the Publisher/Content Creator or Platform; or
- (b) An Agency or Advertiser buys advertising space on a Publisher/Content Creators site indirectly through a Reseller or Technology company, the Reseller or Technology company will confirm to the buyer what measures are taken to minimise the risk of ad misplacement, i.e. specific provisions or, as a minimum, a statement of reasonable endeavors. In the event of ad misplacement any concerns or complaints should be raised with the Reseller or Technology company with whom the Agency or Advertiser originally transacted, rather than the Publisher/Content Creator. The Publisher/Content Creator is expected to use best endeavors to ensure that they are able to help resolve any such issue

4. Sellers should be able to explain the process(es) that form the basis of specific provisions and/or the reasonable endeavours.

In order for a Seller to achieve certification they should be able to explain what they do to minimize the risk of ad misplacement.

As an example, a Seller would document the specific processes, people and technology used in order to minimise the risk of ad misplacement, such as;

- (a) processes involving specific members of staff who vet content and flag specific pages or areas of a site as being inappropriate either for all or some advertisers;
- (b) the use of technology such as semantic targeting technology to create topic exclusions for advertisers who may not wish to be placed against certain types of content; or
- (c) procedures that enable the exclusion of content on websites sourced through exchange-trading based on pre-bid segments to block specific categories such as Adult content , Offensive Language, Illegal Downloads etc.



5. Both Buyers and Sellers should understand any contractual consequences should they fail to monitor this process and respond appropriately to ad misplacement via take down.

The onus is on both parties to ensure that they understand the contractual ramifications and remedies agreed to, and that any 'ad misplacement' – however it has been defined/agreed to by both parties – will be rectified by 'take down' in the event that any such misplacement occurs.

6. Following a commitment to these Principles, each Signatory will have their ad misplacement minimisation policies independently verified by a JICWEBS approved provider within six months and thereafter every year. Further details of this process are set out in the compliance and enforcement paper accompanying these Principles.

JICWEBS insists that any signatory agrees to have their process verified, independently, by an approved provider, within six months of sign-up, and every year thereafter, in order to receive a Seal, stating that they are trading in accordance with these Good Practice Principles.