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Accounting Considerations Related to Retail Media Networks

Executive Summary

Because a retailer's provision of advertising services to a supplier can involve contracts that are highly complex, multiparty, or both, an entity may need to use significant judgment to determine the appropriate accounting treatment. Such arrangements include those in which a retailer (i.e., customer) provides goods or services to a supplier (i.e., vendor); thus, it is important for an entity to carefully analyze the nature of the arrangement to determine whether the goods or services (i.e., advertising services) provided by a retailer are distinct from the retailer's purchase of products from the supplier. A key part of that analysis is the determination of whether the supplier would purchase the advertising from the retailer if it was not also selling its products to the retailer. When making this determination, a retailer could consider the following:

- Use of third-party platforms.
- Other nonsupplier customers purchasing the same advertising services.
- Other users of the retailer's platform that are not customers of the retailer.

The accounting judgments and considerations are similar from the supplier's standpoint. That is, the supplier likewise needs to determine whether the advertising services acquired from the retailer are distinct from the products sold to the retailer.

If the advertising services are distinct, the purchase or sale of the advertising services will typically be accounted for as a separate transaction (i.e., as revenue or income by the retailer or an expense by the supplier). However, if the advertising services are not distinct, any consideration exchanged between the parties will typically be accounted for as a reduction of (1) the cost of products purchased by the retailer and (2) revenue by the supplier.

Background

The advent of the Internet and the subsequent rise of online shopping have irrevocably changed the landscape of consumer spending. Further, as a result of e-commerce platforms, loyalty programs, changes to online cookie policies, and the evolution of the privacy landscape, the value of the wealth of information at retailers' disposal has increased since retailers are uniquely positioned to easily capture their key consumer data and analyze consumer purchasing habits for various demographics. While consumers are increasingly digitizing their lives, many still value the in-store experience. Accordingly, the advertising industry continues to evolve to meet the needs of advertisers by connecting them with data that provide insight into on-line and off-line consumer behaviors.

To reach the right consumers and optimize sales, vendors are increasingly using retail media networks (RMNs), which allow retailers and product suppliers to use consumer data to create targeted, more effective advertising programs and platforms. This advertising can be more traditional (e.g., in-store product placement) or more modern (e.g., digital ad space).

RMNs can be used to provide advertising in a physical or digital format and can be established completely in-house by the retailer or in partnership with a third-party advertising company. RMN-enabled campaigns can be executed via "off-site" external platforms (i.e., through third-party social media, search engines, etc.), "on-site" internal digital or physical properties (i.e., through the retailer's own stores, Web sites, and applications, etc.), or both.

RMNs bring retailers, product suppliers, and consumers together through a form of cooperative advertising. For example, consider a situation in which a consumer is shopping online at his or her favorite online clothing retailer and receives a targeted advertisement for a clothing item sold by the same online clothing retailer (i.e., on-site advertising). The consumer places the clothing item in his or her online shopping cart but exits the clothing retailer's Web site before buying the item. Later, while browsing social media, the consumer sees a targeted advertisement for the product in the online shopping cart and, after clicking the link, is directed back to the online clothing retailer to finish making the purchase (i.e., off-site advertising).

Arrangements related to RMN advertising can be highly complex and involve multiple parties. Therefore, it is critical for the retailer and the product supplier to carefully analyze the promised goods or services in arrangements to determine the appropriate accounting treatment. In their most basic form, RMN advertising contracts involve a retailer that provides targeted advertising services to a product supplier in exchange for consideration. However, because the retailer and product supplier often have preexisting, established vendor-customer relationships through various other contractual agreements, the economics of each underlying contract between the retailer and product supplier can be commingled, making it difficult to isolate the economics of each element of an individual contract.

While such arrangements are often referred to as RMNs, similar arrangements may also exist in other industries in which there is a lot of customer data, such as travel and hospitality. The accounting concepts discussed below apply to similar contracts regardless of industry.

Accounting Considerations

In the evaluation of the accounting implications for RMN advertising contracts, it is important for an entity to carefully evaluate the nature and type of advertising promised in the contract when determining whether it is distinct from the products sold to the retailer. The evaluation of whether the products and advertising are distinct would typically be the same for both the retailer and the suppler. When making that determination, an entity must consider two questions:

- Can the supplier benefit from the advertising on its own or with other readily available resources (i.e., is the advertising capable of being distinct)?
- Is the retailer's promise to provide the advertising (and provide the intended benefit to the supplier) separately identifiable from the retailer's purchase of products from the supplier (i.e., is the advertising distinct in the context of the contract)?

Both of these questions focus on the benefit derived by the supplier from the advertising services. However, an entity must typically employ greater judgment in considering the second question and focus on whether the benefit derived by the supplier is tied to the supplier's selling of a product to the retailer.

Retailer's Accounting

Because the retailer typically (1) receives or is entitled to receive cash in exchange for the advertising services provided to the supplier and (2) pays or is obligated to pay cash for products purchased from the supplier, the retailer should consider the guidance in ASC 705-20.[1] This guidance requires an entity to account for any consideration received from the supplier as a reduction of the cost of products purchased from the supplier unless the supplier receives a distinct good or service.[2] If the supplier receives a distinct advertising service, the retailer will generally account for the sale of advertising services as revenue from a contract with a customer (provided that the advertising services are outputs of the retailer's ordinary activities), but the amount recorded as revenue cannot exceed the stand-alone selling price of the advertising services. ASC 705-20-25-2 addresses this point:

> If the consideration from a vendor is in exchange for a distinct good or service (see paragraphs 606-10-25-19 through 25-22) that an entity transfers to the vendor, then the entity shall account for the sale of the good or service in the same way that it accounts for other sales to customers in accordance with Topic 606 on revenue from contracts with customers. If the amount of consideration from the vendor exceeds the standalone selling price of the distinct good or service that the entity transfers to the vendor, then the entity shall account for such excess as a reduction of the purchase price of any goods or services acquired from the vendor. If the standalone selling price is not directly observable, the entity shall estimate it in accordance with paragraphs 606-10-32-33 through 32-35.

For more information about determining whether the advertising services provided by the retailer are distinct from the products the retailer purchases from the supplier, see Distinct Goods or Services below.

While the language in ASC 705-20 on consideration received from a vendor differs from that in the legacy GAAP in ASC 605-50, the guidance in the two Codification subtopics is similar. Under ASC 605-50-45-12 through 45-14 (superseded by ASU 2014-09[3]), cash received by a customer from a vendor is presumed to be a reduction of the cost of products the customer purchased unless it is payment for an "identifiable benefit." That is, the goods or services received by the supplier "must be sufficiently separable from the customer's purchase of the vendor's products such that the customer would have entered into an exchange transaction

[1] For titles of *FASB Accounting Standards Codification* (ASC) references, see Deloitte's "Titles of Topics and Subtopics in the *FASB Accounting Standards Codification*."

[2] ASC 705-20 also contains two other exceptions that are not addressed in this publication, specifically situations in which (1) the supplier reimburses the retailer for the costs of selling the supplier's products and (2) a manufacturer pays for sales incentives offered to the retailer's customers.

[3] FASB Accounting Standards Update No. 2014-09, *Revenue From Contracts With Customers (Topic 606)*.

with a party other than the vendor in order to provide that benefit, and the customer can reasonably estimate the fair value of the benefit provided." This guidance largely mirrors the legacy guidance related to cash paid by a vendor to a customer; see further discussion in Supplier's Accounting below.

A retailer will sometimes partner with a third-party advertising company to provide the advertising services to the supplier. In these circumstances, the retailer will need to consider the principal-versus-agent guidance in ASC 606. Under ASC 606-10-55-36 through 55-40, the retailer is the principal for the advertising services if it controls the advertising services before they are transferred to the supplier. Typically, the principal is the party that is primarily responsible for fulfilling the advertising services. If the retailer is the principal, it will recognize the gross amount paid by the supplier as revenue and a corresponding cost for the goods or services received from the third-party advertising company. However, if the retailer is an agent because it does not control the advertising services before they are transferred to the supplier, it will recognize the net amount it retains (i.e., the amount paid by the supplier less the amount paid to the third-party advertising company) for arranging for the third-party advertising company to provide advertising services to the supplier. For more information about principal-versus-agent considerations, see Chapter 10 of Deloitte's Roadmap ***Revenue Recognition***.

Supplier's Accounting

The accounting framework for the supplier is largely symmetrical to that of the retailer. Specifically, any consideration paid or payable by the supplier should be accounted for as a reduction of the transaction price (i.e., revenue) for product sales unless the supplier receives a distinct good or service. However, unlike the retailer, the supplier must also be able to reasonably estimate the fair value of the good or service received from the retailer so that it can account for the distinct good or service separately.

ASC 606-10-32-25 and ASC 606-10-32-26 state, in part:

> An entity shall account for consideration payable to a customer as a reduction of the transaction price and, therefore, of revenue unless the payment to the customer is in exchange for a distinct good or service (as described in paragraphs 606-10-25-18 through 25-22) that the customer transfers to the entity. . . .
>
> If consideration payable to a customer is a payment for a distinct good or service from the customer, then an entity shall account for the purchase of the good or service in the same way that it accounts for other purchases from suppliers. If the amount of consideration payable to the customer exceeds the fair value of the distinct good or service that the entity receives from the customer, then the entity shall account for such an excess as a reduction of the transaction price. If the entity cannot reasonably estimate the fair value of the good or service received from the customer, it shall account for all of the consideration payable to the customer as a reduction of the transaction price.

The guidance in ASC 606 on consideration payable to a customer is similar to legacy GAAP in ASC 605-50[4] in that ASC 605-50-45-2 included a presumption that any consideration paid by a vendor to a customer would be recorded as reduction of revenue *unless* the vendor (1) "receives, or will receive, an identifiable benefit (goods or services)" from the customer and (2) "can reasonably estimate the fair value of the benefit identified." ASC 605-50-45-2 (superseded by ASU 2014-09) stated, in part, the following regarding the determination of whether an identified benefit can be accounted for separately:

> In order to meet this condition, the identified benefit must be sufficiently separable from the recipient's purchase of the vendor's products such that the vendor could have entered into an exchange transaction with a party other than a purchaser of its products or services in order to receive that benefit.

[4] Previously issued as EITF Issue No. 01-9, "Accounting for Consideration Given by a Vendor to a Customer (Including a Reseller of a Vendor's Products)."

While the wording in ASC 606 differs from that in the legacy guidance, the application of the two standards is expected to be similar. The FASB addresses this matter in paragraph BC256 of ASU 2014-09, which states, in part:

> Previous guidance in U.S. GAAP on the consideration that a vendor gives to a customer used the term identifiable benefit, which was described as a good or service that is "sufficiently separable from the recipient's purchase of the vendor's products such that the vendor could have entered into an exchange transaction with a party other than a purchaser of its products or services in order to receive that benefit." The Boards concluded that the principle in Topic 606 for assessing whether a good or service is distinct is similar to the previous guidance in U.S. GAAP.

In short, consideration payable to a customer (e.g., cash consideration a supplier pays a retailer) should be accounted for as a reduction of the transaction price (i.e., revenue) when recognized, unless those payments are for *distinct goods or services* (i.e., there is a separately identifiable benefit derived from the goods or services).

Distinct Goods or Services

In determining whether the goods or services provided to the supplier are distinct, an entity should consider the guidance in ASC 606-10-25-18 through 25-22. The application of ASC 606-10-25-19 would lead to a determination that goods or services are distinct if both of the following criteria are met:

- The supplier can benefit from the advertising provided by the retailer (either on its own or with other readily available resources) in such a way that the advertising is capable of being distinct.
- The retailer's promise to provide the advertising services to the supplier is separately identifiable from the promised goods or services in the supplier's revenue contract with the retailer (i.e., the retailer's promise to provide the advertising services to the supplier is distinct within the context of the contract, and the benefit to be received by the supplier is sufficiently separable from the promised goods or services in the supplier's revenue contract with the retailer).

When a retailer provides advertising to its supplier, the first criterion will typically be met. That is, advertising will typically be capable of being distinct because advertising companies often sell advertising on a stand-alone basis and the supplier can derive some economic benefit from the advertising on its own (e.g., brand awareness) even if the supplier is not selling goods to the retailer providing the advertising.

However, the assessment of whether advertising is *distinct in the context of the contract* will often be more challenging because an entity will frequently need to use significant judgment to determine whether the advertising is *distinct in the context of the contract*. One of the factors for determining whether goods or services are distinct in the context of the contract is whether they are "highly interdependent or highly interrelated" in accordance with ASC 606-10-25-21(c). In making this determination, an entity must evaluate whether the goods or services "are significantly affected" by each other because "the entity would not be able to fulfill its promise by transferring each of the goods or services independently." That is, the entity must consider whether the advertising services received by the supplier and the products purchased by the retailer are significantly affected by each other in such a way that the retailer would not be able to fulfill its promise to provide advertising services independently from its purchase of products from the supplier. We believe that this factor is similar to the determination under legacy guidance of whether the identified benefit the supplier derives from the advertising is sufficiently separable from the supplier's sale of products to the retailer.

When evaluating whether the advertising is providing the supplier with a separate identifiable benefit, it may be helpful for an entity to answer the following questions:

- Would the supplier purchase the advertising from the retailer if the supplier was not also selling its products to the retailer?
- Could the supplier purchase the same advertising from a party other than a purchaser of its products to receive the same benefit? Alternatively, is the expected benefit the supplier obtains from the retailer tied to the sale of additional products to the retailer in such a way that the advertising and the retailer's purchase of goods from the supplier are highly interdependent and interrelated?

If the answer to at least one of these first two questions is no, it may be difficult to demonstrate that the supplier is receiving a distinct good or service (i.e., a separate identifiable benefit) from the retailer. Generally, we do not believe that the supplier would be obtaining a separate identifiable benefit from the retailer if the predominant benefit expected to be received is the sale of additional products to the retailer.

The following additional considerations may also be helpful:

- *Use of third-party platforms* — Advertising campaigns that include third-party platforms (e.g., third-party search engines, social media, demand-side platforms, news publishers, digital billboards) may provide a distinct benefit to the supplier because the advertising reaches potential consumers outside the retailer's platform and may lead to additional sales for the supplier through other sales channels. Conversely, campaigns that provide advertising only on the retailer's platforms may not provide a distinct benefit to the supplier because the advertising will only reach potential consumers on the retailer's platform and may only lead to additional sales for the supplier through the retailer's platform.
- *Other nonsupplier customers purchasing the same advertising services* — If a retailer sells advertising services to third parties that are not suppliers, the retailer may be more easily able to demonstrate that the advertising provided to the supplier is distinct because the retailer has evidence of selling advertising on a stand-alone basis in such situations. Such evidence suggests that those customers of the retailer's advertising services believe that the advertising will provide a benefit that is separate from sales of products to the retailer.
- *Other users of the retailer's platform that are not customers of the retailer* — When a retailer has a platform that is used for reasons other than purchasing goods on the platform (i.e., users of the retailer's platform are not just consumers of the products sold on the retailer's platform), it may be easier to demonstrate that advertising on the retailer's platform provides a distinct benefit to the supplier. For example, if a retailer's platform is used for product research, advertising on the retailer's platform might provide a distinct benefit to a supplier because the advertising may be expected to reach an audience that is not necessarily expected to complete a purchase of the supplier's product through the retailer that is providing the advertising. Rather, the advertising may be expected to provide broad brand or product awareness that results in a benefit to the supplier that is distinct from sales of products to the retailer.

If the payments are not for a distinct good or service, the cash consideration received by the retailer from the supplier for advertising services should be accounted for as a reduction of the cost of the vendor's products. Similarly, the cash consideration paid by the supplier to the retailer should be accounted for as a reduction of revenue.

Connecting the Dots

RMN contracts can take many forms, and retailers and suppliers often have numerous arrangements for product purchases and advertising. It is, therefore, important for an entity to consider and understand the substance of such contracts and arrangements to ensure that it appropriately reflects the economics of the arrangements when determining how to account for them. We believe that an entity should apply the above framework and considerations irrespective of the number of contracts between the retailer and the supplier or when the contracts were entered into.

Examples

Example 1

Retailer A is a large retailer that offers a diverse product line in its brick-and-mortar stores as well as on multiple e-commerce platforms. Retailer A has a wide consumer base and, via its online platforms, in-store sales, loyalty programs, and co-branded credit cards, has obtained a rich set of consumer data (online and offline) such as age, gender, geographic location, income level, family structure, past purchases, purchasing patterns, and preferences. Retailer A's online platforms are used only for product purchases, and consumers who initially evaluate a product on its platform typically complete the purchase on the platform. Using its consumer data, A has established a company owned and operated RMN in which it partners with suppliers to sell online advertisement space and create targeted advertisements. The targeted advertisements are only for products sold by A, and these advertisements direct consumers to A's online sales platform. Retailer A has a history of offering advertising services on a stand-alone basis, and A's competitors have similar advertising offerings that are sold on a stand-alone basis; however, A only provides advertising services to its suppliers and no other third party purchases advertisement space on A's platform.

Retailer A has a merchandising relationship with Supplier B in which A contracts to purchase merchandise from B to sell in its stores and online. Supplier B's customer is A, not the end consumers that purchase products from A's stores and online platforms. In addition to the merchandising contract, B enters into an RMN advertising contract with A to purchase targeted advertising space on A's digital properties. When a consumer clicks on an advertisement for B's product, that consumer will be directed to a Web page on A's e-commerce platform to purchase B's product. Retailer A charges B an advertising fee for these services on the basis of the number of clicks per impression (i.e., cost per click or CPC).

Retailer A's Accounting for the RMN Agreement

To determine the appropriate accounting, A must consider whether the advertising services it provides to B are distinct from A's purchases of B's products.

Retailer A concludes that the advertising services are capable of being distinct because B can derive economic benefit from the advertising services on a stand-alone basis. Further, similar advertising services are offered by other third-party retailers (i.e., A's competitors), suggesting that the advertising services are readily available in the marketplace.

However, A concludes that the advertising services are not distinct within the context of the contract (i.e., are not separately identifiable) because the benefit received from the advertising is highly interdependent and highly interrelated with A's purchase of B's products. That is, because the advertisements are only on A's platform and direct consumers to purchase B's products on A's platform, the advertising services received by B and the products purchased by A are significantly affected by each other in such a way that A would not be able to fulfill its promise to provide advertising services independently from its purchase of products from B. Because the value B derives from A's advertising services is intrinsically linked to A's purchase of B's products (i.e., the predominant benefit expected to be received by B is the sale of additional products to A), the purchase of the advertising services is not sufficiently separable from the purchase of B's products.

The following factors further support the conclusion that the advertising services are not separately identifiable:

- Supplier B could not purchase the advertising from A without also selling its products to A. That is, A would not enter into a contract to provide its targeted advertising services with a counterparty that was not also a supplier.
- Supplier B could not purchase the same advertising from a party other than A to receive the same benefit, as demonstrated by the fact that no other third party purchases advertisement space on A's platform.

Example 1 (continued)

- Retailer A's advertising services do not include placement on any third-party platforms, suggesting that the only substantive benefit that B will obtain from the advertising services will be through additional sales of B's products on A's e-commerce platform.
- No other nonsupplier customers are purchasing the same advertising services, because A only provides advertising services on its online platform to its suppliers.
- Retailer A's platform is used by consumers only for purchasing products and does not have a large viewer base of users who do not purchase products from A.

On the basis of the above analysis, A concludes that the advertising services provided through the RMN contract are not distinct (i.e., not sufficiently separable) from its purchases of B's products. Accordingly, the fees paid by B for the RMN contract should be accounted for as a reduction of the cost of products purchased by A from B.

Supplier B's Accounting for the RMN Agreement

In a manner similar to the accounting analysis performed by A, B must also consider whether the advertising services provided by A are distinct. We would expect B to reach the same conclusion as A and, thus, to conclude that the advertising services are not distinct (i.e., not sufficiently separable) from A's purchases of B's products. Accordingly, the fees paid by B for the RMN contract should be accounted for as a reduction of revenue for the sale of products to A.

Example 2

Assume the same facts as in Example 1 except for the following:

- In addition to product purchases, Retailer A's platforms are used for product reviews and product research. Because A tracks consumer behavior, it can demonstrate that consumers use its platform for product research and often purchase products off the platform (i.e., from A's suppliers directly or other third-party competitors that sell the same products as A) after initially evaluating products on the platform.
- Retailer A's RMN, which is company owned and operated, partners with both suppliers and nonsuppliers to sell advertisement space and create targeted advertisements. Retailer A has a history of selling advertising services to third parties that are not also A's suppliers.
- Other third-party advertising companies purchase advertisement space on A's platform for their advertising customers, who may not be suppliers of A. Third-party advertising companies and A's suppliers pay the same rates for advertising space.
- By leveraging its consumer data, A manages B's advertising campaign and purchases targeted advertising space on A's digital properties and on other third-party platforms (e.g., third-party search engines, social media, publishers). The advertising budget is established at contract inception, and A has discretion regarding where to place B's advertisements (e.g., on site or off site) as long as the campaign objectives are met. Retailer A charges B an advertising fee for these services on the basis of the number of impressions purchased (i.e., cost per mille or CPM).

Retailer A's Accounting for the RMN Agreement

To determine the appropriate accounting, A must consider whether the advertising services it provides to B are distinct from A's purchases of B's products.

Retailer A concludes that the advertising services are capable of being distinct because (1) B can derive economic benefit from the advertising services on a stand-alone basis, (2) A has a history of selling advertising services on a stand-alone basis to third parties that are not also A's suppliers, (3) other third-party advertising companies purchase advertisement space on A's platform for their advertising customers (who may not be suppliers of A), and (4) similar advertising services are offered by other third-party retailers (i.e., A's competitors). These factors suggest that the advertising services are readily available in the marketplace.

Example 2 (continued)

In addition, A concludes that the advertising services are distinct within the context of the contract (i.e., are separately identifiable) because the benefit received from the advertising is not highly interdependent or highly interrelated with A's purchase of B's products. Because of the nature and type of A's advertising services (i.e., on-site and off-site), the advertising services received by B and the products purchased by A are not significantly affected by each other and A is able to fulfill its promise to provide advertising services independently from its purchase of products from B. Because B is expected to receive a distinct benefit from increased sales across multiple platforms and different retailers (i.e., the predominant benefit expected to be received by B is not just the sale of additional products to A), the distinct benefit is incremental to the benefit received from A's product purchases from B and is sufficiently separable from the purchase of B's products. The following factors further support the conclusion that the advertising services are separately identifiable:

- Supplier B could purchase the advertising from A without also selling its products to A. Retailer A enters into contracts to provide its targeted advertising services with counterparties that are also not its suppliers.
- Supplier B could purchase the same advertising from a party other than A to receive the same benefit because other third-party advertising companies purchase advertisement space on A's platform for their advertising customers, who may not be suppliers of A.
- Other nonsupplier customers are purchasing the same advertising services because A provides advertising services on its online platform to nonsuppliers.
- Retailer A's platform is not just used by consumers for purchasing products and has a large viewer base of users who do not purchase products from A. The nature of A's platform is such that consumers use the information on A's Web site to research products. As a result, a consumer may purchase products off platform after initially evaluating products on A's platform. Accordingly, B is expected to derive broad brand and product awareness from A's advertising that is expected to generate additional sales of B's products to parties other than A.

On the basis of the above analysis, we believe that it is reasonable for A to conclude that the advertising services provided through the RMN contract are distinct (i.e., sufficiently separable) from its purchases of B's products. Accordingly, the fees paid by B for the RMN contract should be accounted for separately as revenue or income. However, if the amount of consideration paid by B exceeds the stand-alone selling price of the distinct advertising services, the consideration received in excess of the stand-alone selling price should be accounted for as a reduction of the purchase price of the products acquired from B.

Supplier B's Accounting for the RMN Agreement

In a manner similar to the accounting analysis performed by A, B must also consider whether the advertising services provided by A are distinct. We would expect B to reach the same conclusion as A and, thus, to conclude that the advertising services are distinct (i.e., sufficiently separable) from A's purchases of B's products. However, B must also assess whether it can reasonably estimate the fair value of the advertising services that it will receive (which may not correspond to the fee specified in the contract for those services). If that fair value can be reasonably estimated, (1) B should record the lesser of the fair value of those services or the consideration paid to A as an expense when the advertising services are received and (2) any amount of consideration paid to A that exceeds the fair value of the RMN advertising services received should be accounted for as a reduction of revenue for the sale of products to A. If, instead, the fair value cannot be reasonably estimated, any consideration paid to A for the advertising services should be entirely accounted for as a reduction of revenue.

Connecting the Dots

In the above examples, the retailer is internally operating its RMN. If a retailer uses a third party to operate all or a portion of its RMN, as noted earlier, the retailer must assess whether it is the principal or agent for the underlying advertising services. For more information about principal-versus-agent considerations, see Chapter 10 of Deloitte's Roadmap *Revenue Recognition*.

The above examples are for illustrative purposes only. Entities will need to carefully evaluate all relevant facts and circumstances when determining the appropriate accounting treatment for RMN arrangements. In addition, a contract to provide advertising services to a supplier may include various advertising services, some of which could be distinct while others might not. It is important to carefully analyze the nature of the promised services to determine the appropriate accounting.

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