

Events Magazines Advertising and Editorial Guidelines

is at the sole discretion of *Events Magazines*. *Events Magazines* is not prohibited from also carrying advertisements for any product or business competitive to the product or business of advertiser.

Events Magazine's maximum liability for any reason shall be limited (at the option of *Events Magazines*) to either (i) publishing the advertisement (or a replacement advertisement if timely provided by advertiser) as soon as is reasonable practicable in the period following the period during which the advertisement was scheduled to run; or (ii) refund/credit to the advertiser in the amount of any payment made for the advertisement concerned. For the avoidance of doubt, in no event shall *Events Magazines* be liable for any indirect, consequential, special, or incidental damages including, but not limited to, lost income or profits.

By agreeing to these terms and conditions and placing an order for an advertisement(s), advertiser agrees that *Events Magazines* shall have no responsibility or liability whatsoever with respect to errors or omissions in an advertising, including but not limited to misstated price and/or copy when an advertisement has been either submitted by advertiser or approved by advertiser or its representative. It is the sole responsibility of the advertiser to report any error or omission to *Events Magazines* in time for the next insertion. Credit claims must be made within thirty (30) days of the applicable billing date.

Advertiser shall indemnify and hold *Events Magazines* harmless fully for all costs, expenses, damages or liability whatsoever (including legal costs and awards ordered against *Events Magazines*) in respect of any and all claims made against *Events Magazines* arising out of or related to this agreement, the advertisement or its publication, or as a result of any breach or non-performance of any representations, warranties, or other terms contained herein or implied by law. Advertiser shall be fully responsible for any and all costs to defend and/or settle any such claims against *Events Magazines*.

Advertising Terms

Payment for advertising is due upon receipt of invoice for published advertisements.

Advertising charges not paid within 30 days of receipt of invoice are subject to a late payment charge of 1 1/2% per month or the maximum allowed under Connecticut law. Such late payment charges shall be assessed on unpaid charges still outstanding thirty (30) days after the original billing date.

If full payment is not received within 45 days of the invoice date, then advertiser shall not be permitted to run any additional advertising until payment is made in full or unless (i) full payment for any additional advertisement is made in advance via accepted MasterCard, Visa or Discover and (ii) *Events Magazines* agrees, in its sole discretion, to any such advanced payment.

If an account is placed with a collection agency or attorney for collection, all commissions and discounts will be rescinded and become null and void and the full advertising rate shall apply. Advertiser shall be responsible for all costs of collection incurred by *Events Magazines*.

Deadlines

Events Magazines strictly adheres to the applicable advertising deadlines.

No new advertising will be accepted, adjusted, designed, or included in the applicable *Events Magazine* after the established deadline date.

In the event that advertising copy (i.e., completed ad) is not received by *Events Magazines* by the established deadline date, then advertiser must reserve the applicable advertising space by the applicable deadline date in order to hold a space for a camera-ready ad to be supplied no later than four calendar days after the applicable deadline date. Camera-ready means a completed advertisement with no changes, sized correctly, and submitted in high resolution of 300dpi.

Events Magazines shall have no obligation to insert any advertisement that is not provided within the established deadlines.

ADDITIONAL GUIDELINES FOR ARTICLES

Events Magazines shall in its sole discretion determine if an advertiser shall be invited to provide an article for publication in an *Events Magazine*. If *Events Magazines* determines to invite such an article then the following guidelines shall apply (in addition to the guidelines set forth above):

Events Magazines reserves the right to modify such article for readability or space considerations.

Events Magazines shall have no responsibility whatsoever for any errors, inaccuracies, misprints, omissions, or other mistakes in the article content.

Deadline for articles is the same date as the deadline for the corresponding *Events Magazines* advertisement.

The article shall not exceed 250 - 300 words.

No logos will be included.

Tag lines will include author's name, name of applicable company and author credentials.

Events Magazines cannot guarantee article placement in the applicable *Events Magazine*.

No article may appear twice in the same *Events Magazine* - new articles would be required to be submitted.

Articles must contain proper English, including proper spelling, grammar, punctuation, capitalizations and sentence structure.

Articles shall not be written as a press release, news article or be time sensitive.

Articles shall be of general interest to readers and be educational with respect to the applicable topic.

Articles shall not contain self-serving or promotional content, whether in the article body, title or summary.

Articles shall not contain negative content towards any product, company, individual or group. Articles shall not contain profanity or pornographic materials.

Articles shall not contain illegal or controversial content.

Articles shall not infringe on any person or entity's intellectual property rights.

Outside agency articles shall be reviewed by *Events Magazines* for approval, in its sole discretion.

Articles that are untimely to the magazine mail date will not be accepted. Event dates and mail dates shall be verified by advertiser prior to article submission.

Submitted articles must have contact name and contact information.

Only articles that meet the applicable standards, guidelines and conditions shall be accepted for inclusion in the applicable *Events Magazine*.

In the event that *Events Magazines* rejects an advertisement due to non-payment of an advertiser, then the applicable corresponding article shall also be rejected.

Events Magazines reserves the right not to run or to cancel an advertiser's inclusion of an article at any time and for any reason.

Advertising Formats/Design/Photo Resolution

Logos and Artwork

Events Magazines is not responsible for collection, design and/or gathering of advertiser logo or artwork. Advertiser must timely supply camera-ready logos and artwork to *Events Magazines*. Advertisers who need clip art may purchase clip art and supply it to *Events Magazines* or supply *Events Magazines* with a credit card for the purchase of clip art. *Events Magazines* is not responsible for the purchase of clip art for the advertiser. All advertisements designed by *Events Magazines* shall be the property of *Events Magazines*. In the event that *Events Magazines* requires artwork for the design of an advertisement and photographs or other images of advertiser's location are taken by *Events Magazines* personnel in order to facilitate the creation and design of the advertisement, then such photographs or images shall become the property of *Events Magazines* and shall be freely utilized by *Events Magazines* in all respects, including but not limited to the design and creation of the applicable advertisement.

Advertising/Article Placement

Events Magazines does not guarantee advertising/article placement. Premium positions may be available at the published cost of such premium position. Submitted advertisements must be in PDF or JPEG; minimum resolution 300 dpi. All others will be charged for file conversion. *Events Magazines* does not accept Quark, Adobe PageMaker, Microsoft Publisher, PowerPoint, or Word files.

Proofs

All proofs must be approved by advertiser within 24 hours of receipt of the same. Changes to proofs shall be e-mailed within 24 hours of receipt to advertiser's sales representative. Two free proofs shall be provided per advertisement. Additional proofs shall be charged to advertiser at a rate of \$25 per proof.

Miscellaneous

This agreement and all matters relating to or arising under this contract shall be governed in all respects by the laws of the State of Connecticut, without giving effect to principles of conflicts of laws. This agreement does not create any agency partnership or joint venture among the parties. The waiver by *Events Magazines* of any default of breach of this agreement shall not constitute a waiver of any other or subsequent default of breach. Advertiser may not assign any rights or delegate any duties under this agreement to any person or entity. This agreement may be executed and delivered via facsimile or other electronic signature and in multiple counterparts, each of which shall be deemed an original.

Events Magazines has the right to terminate this contract at any time if (i) advertiser defaults in the payment of any sums due hereunder and/or (ii) advertiser breaches any of the terms of this agreement.

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INTRODUCTION

These Guidelines set forth the terms, conditions, and standards that govern *Events Magazines'* relationship with its advertising partners and the relationship between articles and advertising content. The overriding consideration is that *Events Magazines* must maintain its editorial integrity and the trust of its readers. Adherence to these Guidelines is of critical importance to protect the trust and transparency that should exist between a publication, its readers, and its advertisers.

We also recognize that no set of Guidelines can address every situation or issue that may arise in the course of doing business. Accordingly, *Events Magazines* shall, in its sole discretion, make determinations with respect to situations or issues that may arise from time to time and that are not covered by these Guidelines. *Events Magazines* reserves the right to revisit and update these Guidelines at any time and from time to time.

GENERAL ADVERTISING GUIDELINES

The Guidelines apply to all advertisements and sponsor content served by or appearing in *Events Magazines*.

All advertising content must be clearly distinguishable from article content. All advertising copy that may be mistaken for an article or other non-advertising material must be clearly marked "advertisement." *Events Magazines* reserves the right to so mark all ad materials.

Advertisers are responsible for ensuring that their advertisements are adequately substantiated and comply with any and all applicable laws, rules, regulations, and guidelines. It is acknowledged and agreed that the content of advertising or article copy does not necessarily reflect the views of *Events Magazines*, its members, its publisher, its editors, and/or its employees.

Events Magazines may, in its sole discretion, reject advertising and/or article copy in whole or in part:

- if it comes to the attention of or *Events Magazines* believes that such advertising or article copy contains false or unlawful content;
- if it believes that it is misleading, inaccurate or fraudulent or makes unfair competitive claims or fails to comply with its standards of decency;
- in the event of nonpayment of advertising by advertiser;
- because of the applicability of laws dealing with such matters such as libel, copyright and trademark or the content is indecent, vulgar, suggestive, profane, or offensive; or
- because it is inconsistent with or may tend to bring disparagement, harm to reputation, or otherwise damage the *Events Magazines'* brand.

The acceptance by *Events Magazines* of any advertising or article copy does not reflect *Events Magazines'* approval of the content of such advertising or article copy.

Events Magazines is not responsible in any manner for any errors or omissions, typographical or otherwise, with respect to any advertising or article copy.

Advertiser is solely responsible for ensuring and warrants that (i) advertisement content complies with all applicable laws, legislation, regulations, and codes and (ii) any advertisement does not and will not infringe or violate the intellectual property rights of any person or other party.

Advertising Rates

Events Magazines reserves the right to revise rates on any contract or order at any time upon prior written notice. Posting of revisions in advertising rates on the *Events Magazines'* website as well as any changes reflected in *Events Magazines'* rate cards shall be considered prior written notice. The advertiser has the right to cancel without penalty the agreement upon written notice at any date prior to the new rates becoming effective.

In order for the contracted rates to apply, the advertiser must run the contracted for number (and size) of advertisements during the applicable contract period. In the event that advertiser cancels an advertisement and *Events Magazines* has already incurred design costs or advertiser has incurred costs associated with proofs, then advertiser shall be responsible for all such design and/or proof charges.

Advertiser Responsibility for Content and Approval; Credit

It is the advertiser's responsibility to check the accuracy of any and all advertisements. *Events Magazines* is not liable for advertisements supplied or approved by the advertiser that contain copy errors or omissions, low resolution photos, or any other elements that result in poor quality reproduction and/or misstated price and/or copy.

Advertiser orders, if accepted, are accepted for the advertising of such advertiser's brand of product or service for which the advertisement was ordered only and may not be reassigned to or shared by any other party. Submission or approval (whether verbal or written, including via email) of any advertisement, insertion order, or space reservation constitutes acceptance of all of these General Conditions. *Events Magazines* reserves the right to repeat previous copy if new copy is not received by the applicable deadline.

Except as otherwise expressly provided, positioning of advertisements within any magazine