

Advertiser Terms and Conditions for the Publisher, Athletics Weekly Limited



Print and Online Advertising Contracts

DEFINITIONS

1. In these Conditions attaching to Advertising Contracts ('these Conditions'):

'Advertisement' means advertising material of whatsoever nature submitted to the Publisher by or on behalf of the Advertiser including loose 'insert' or other 'insert' where appropriate, or advertising messages to be displayed on a website, email or otherwise.

'Advertiser' means the person booking the advertising space including Advertising Agents and Independent Media Buyers. Advertising Agents and Independent Media Buyers shall for the purpose of these Conditions act as principals on their own behalf for all purposes connected herewith.

'Cancellation' of a Contract means cancellation of either all or part of the remaining unperformed part of the Contract unless the context of the relevant condition makes it clear that cancellation of only a specific insertion(s) is referred to.

'Contract' means a legally binding booking accepted by the Publisher in accordance with Condition 2 for publication of an Advertisement.

'Copy' means all material provided by an Advertiser with the intention that such material should appear in the Publisher's magazine and/or online property.

'Mechanical Data' means the mechanical data specifications set out within the 'Media Pack' as available to download from <http://www.athleticsweekly.com/about/advertise/>. Please refer back to the Mechanical Data each time you are submitting a new Advertisement to ensure that the mechanical data specifications are up to date.

'Publisher' means Athletics Weekly Limited trading as Athletics Weekly and any of its subsidiary or joint venture companies including but not limited to: Sportsister Limited, trading as Sportsister as applicable, publisher of the magazine, website or other such properties in or with which the Advertisement is to appear or has appeared.

'Rate Card' means the Publisher's current scale of charges for Advertisements, a current copy of which is within the 'media pack' available from the Publisher or the Publisher's website at <http://www.athleticsweekly.com/about/advertise/>

'Weekly' means magazines published weekly by the Publisher and **'Monthly'** means magazines published monthly by the Publisher.

SUBMISSION AND PUBLICATION OF ADVERTISEMENTS

2. The issue of a Rate Card does not constitute an offer by the Publisher to contract. A Contract is made only by the Publisher's acceptance of the Advertiser's order as effected by the Publisher issuing an Acknowledgement of Order Form.

3. All Contracts are subject to these Conditions and no variation or addition thereto shall be effective unless specifically agreed to in writing by the Publisher. Any other terms or conditions sought to be imposed by the Advertiser are expressly excluded.

4. Advertisement rates are subject to revision at any time and the price prevailing at the time the Contract is made binds the Publisher only in respect of the agreed booking as confirmed by the Publisher's Acknowledgement of Order Form.

5. All orders are accepted subject to acceptance of copy by the Publisher, as indicated in Condition 7, and if it is intended to include in an Advertisement a competition or a special offer of merchandise, other than that normally associated with the advertised product, full details of such competitions or special offers must be submitted by the Advertiser in writing at the time the order is negotiated.

6. It is the Advertiser's responsibility to check the correctness of the Advertisement. The Advertiser warrants that any Advertisement submitted by it for publication shall comply with all applicable laws, legislation, regulations, codes of practice and is not an infringement of any other party's rights. The Advertiser hereby grants a world-wide non-exclusive, fully paid licence to reproduce and display the Advertisement (including all contents, trade marks and brand features contained therein). The Advertiser will indemnify the Publisher fully for all costs, expenses, damages or liability whatsoever (including legal costs and awards ordered against the Publisher) in respect of any claim made against the Publisher arising from the Advertisement or its publication or as a result of any breach or non-performance of any of the representations, warranties or other terms contained herein or implied by law.

7. The Advertiser warrants that all copy submitted to the Publisher (including any linked website) is legal, truthful, honest and decent and otherwise complies with the British Code of Advertising, Sales Promotion and Direct Marketing and all other relevant and applicable codes, guidance or regulations under the remit of the Advertising Standards Authority.

8. The Publisher reserves the right at any time in its absolute discretion to require the Advertiser to amend any artwork, materials or copy for and relating to any Advertisement or to cancel any Contract or to omit or suspend an Advertisement (for example if it is libellous, unlawful, defamatory, pornographic, socially unacceptable, insensitive or otherwise contrary to editorial policy). Should cancellation, omission or suspension be due to the act or default of the Advertiser or its servants or agents including the unsuitability of the Advertisement as indicated above, then the Advertiser shall pay for the space reserved for the Advertisement in full notwithstanding that the Advertisement has not appeared. Such cancellation, omission or suspension shall be notified to the Advertiser as soon as reasonably possible.

9. The Advertiser warrants that any Advertisement in relation to any investment or financial promotion (as defined under the Financial Services and Markets Act 2000) has been approved by an authorised person within the meaning of the Act or the Advertisement is otherwise permitted under the Act, the Financial Promotion Order 2001 or any other legislation subordinate to the Act.

10. All contents of Advertisements are subject to the Publisher's approval. The Publisher does not undertake to review the contents of any Advertisement and any such review of and/ or approval by the Publisher will not be deemed to constitute an acceptance by the Publisher that such Advertisement is provided in accordance with these Conditions nor will it constitute a waiver of the Publisher's rights hereunder.

10.1 If the Publisher considers it necessary to modify space or alter the date or position of insertion or make any other alteration it shall notify the Advertiser of this as soon as it reasonably can.

10.2 The Publisher reserves the right at any time in its absolute discretion to, reject or cancel any Advertisement, Order, URL link, space reservation or position commitment; or remove any Advertisement from any of the Publisher's properties or any page.

11. Except as otherwise expressly provided, positioning of Advertisements within the Publisher's properties or on any page is at the sole discretion of the Publisher, and the Publisher will not be prohibited from also carrying Advertisements for any product or business competitive to the product or business of the Advertiser.

12. The Publisher does not warrant the date or dates of insertion of the Advertisement(s) and does not warrant that the Advertisement(s) will not be displayed after the end date specified. However, the Publisher will use reasonable efforts to comply with the Advertiser's wishes in these regards.

13. Complaints concerning mistakes or problems with the Advertisement or the production on the website must be received in writing by the Publisher not more than 14 days after the first publication of the Advertisement, failing which the Advertisement shall be deemed to be accepted by the Advertiser.

LIABILITY

14. The Publisher will exercise reasonable care and skill in the handling and publishing of the Advertisement but where the Advertisement is not published in the manner specified in the Contract,

Then in relation to the magazine whether through any failure or negligent act or omission on the part of the Publisher or any third party, the Publisher's maximum liability to the Advertiser shall be limited (at the option of the Publisher) to either:

(a) publishing the Advertisement (or a replacement Advertisement if provided by the Advertiser) as soon as is reasonably practicable in the period following the period during which the Advertisement was scheduled to run; or

(b) refund to the Advertiser the amount of any payment made for the Advertisement concerned.

or

In relation to a website (including failure to deliver the number of impressions provided in the Contract), whether through any failure (technical or otherwise) or negligent act or omission on the part of the Publisher or any third party, the Publisher's liability will be limited (at the option of the Publisher) to either:

(a) publishing the Advertisement (or a replacement Advertisement if provided by the Advertiser) as soon as is reasonably practicable in the period following the period during which the Advertisement was scheduled to run and for such time as is necessary to generate a number of substitute impressions equal to the shortfall; or

(b) refund to the Advertiser that proportion of the amounts paid which relate to those Advertisements and/or impressions which were not provided or, if the relevant amounts were not paid by the Advertiser, agree that such amounts will not be due or payable.

In either case the Publisher shall not be liable for any indirect, special or consequential loss or damage arising from any failure to publish an Advertisement as agreed with the Advertiser, including, but without limitation, any late or incorrect publication, any non-publication or inaccurate reproduction of the Advertisement, whether caused by the Publisher's error or negligence or by any reason whatsoever. The Publisher shall not be liable whatsoever in respect of any error or omission in respect of publishing the Advertisement which is not notified to the Publisher in writing within one calendar month of the actual publication date of the Advertisement.

CANCELLATION

15. Cancellation for Weekly: The Advertiser may cancel any Contract by 12.00 pm on the Thursday of the week that is six weeks prior to the on-sale date of the issue in which the Advertisement was to be inserted. Cancellation for Monthly: The Advertiser may cancel any Contract by the first of the month, three months prior to the month stated on the cover of the issue in which the Advertisement was to be inserted. Cancellation for Website: The Advertiser may cancel any Contract eight weeks prior to the agreed date of publication of the Advertisement. Cancellation will be effective when written notice is received by the Publisher.

16. The Publisher may cancel any Magazine Contract by the first of the month, one month prior to the month stated on the cover of the issue in which the Advertisement was to be inserted and the Publisher may cancel any Website Contract five working days prior to the agreed date of publication of the Advertisement.

17. If the Advertiser cancels any Contract in accordance with Condition 16, except in the circumstances of cancellation as set out in Condition 10 above, it relinquishes any right to that series discount (if any) to which it was previously entitled and Advertisements will be paid for at the appropriate rate. A new invoice will be issued for any surcharges relating to Advertisements that have already been invoiced at the discounted rate. The payment date for any previous invoices remains unaffected.

18. If the Advertiser fails to provide the Publisher with written notice of cancellation of the Advertisement by the relevant deadline, the Advertiser shall remain liable for payment of the Advertisement.

COPY FOR MAGAZINES

19. In circumstances where, at the Publisher's discretion, the Publisher arranges to supply proofs of Advertisement copy to the Advertiser, all copy must be supplied by the Advertiser to the Publisher by the last day for receiving copy, as stated by the Publisher in the Rate Card, failing this the Publisher cannot guarantee that proofs will be supplied or corrections made. If copy instructions are not received by the last day for receiving copy the Publisher reserves the right in its absolute discretion to repeat Advertiser's existing copy in its possession where appropriate or where the Publisher does not hold any copy to omit the Advertisement and to charge for the space reserved in accordance with Condition 8. For copy supplied, the Advertiser must adhere to the Mechanical Data specification issued by the Publisher. In the event that the Advertiser does not comply with the Mechanical Data specifications, the Publisher reserves the right in its absolute discretion to reject the copy and the Advertiser will be asked to re-supply. If, due to technical, time or other reasonable constraints, the Publisher has to repair or rectify the file, the Publisher may (at its discretion) notify the Advertiser and shall not be liable for any inaccurate reproduction of the Advertisement or any resulting costs whether direct or indirect. In the case of loose insert or other insert advertising, if the Advertiser fails to adhere to the Insert Delivery Instructions issued by the Publisher, the Publisher reserves the right in its absolute discretion to omit the Advertisement and to charge for the Advertisement in full notwithstanding that the Advertisement has not appeared.

COPY FOR WEBSITES

20. Copy must be supplied by the Advertiser to the Publisher by the last day for receiving Copy as stated by the Publisher in the Rate Card, failing this, the Publisher cannot guarantee that proofs will be supplied or corrections made. Copy must be supplied to the Advertiser in the following terms:

- (a) all Gif or 3rd party served creatives must be sent 2 working days prior to planned date of publication;
- (b) Rich media creatives must be sent 5 working days prior to planned date of publication;
- (c) Advertiser assets for inclusion in content pages must be sent 5 working days prior to planned date of publication.

If these terms are not adhered the campaign may be delayed and no extra days will be allocated to the campaign, and the supporting Advertising will be delivered within the rest of the campaign period, unless Advertisements are sent over late, then see above.

Any Contract that needs to have start and/or end dates amended, will have up to 5 working days prior to the campaign start date to do so. When a campaign has started, the end date may not be moved forward unless agreed to by the Publisher.

If Copy instructions are not received by the last day for receiving Copy the Publisher reserves the right in its absolute discretion to repeat Advertiser's existing Copy in its possession where appropriate or where the Publisher does not hold any Copy to omit the Advertisement and to charge for the space reserved in accordance with Condition 7. For all Copy supplied, the Advertiser must adhere to the specification issued by the Publisher. In the event that the Advertiser's files do not comply with the specification, the Publisher reserves the right in its absolute discretion to reject the Copy and the Advertiser will be asked to re-supply. If, due to technical, time or other reasonable constraints, the Publisher has to repair or rectify the file, the Publisher may (at its discretion) notify the Advertiser and shall not be liable for any inaccurate reproduction of the Advertisement or any resulting costs whether direct or indirect.

COPY GENERAL

21. Copy supplied to the Publisher by electronic means must be free from software viruses or any other malicious computer code or corruption which will harm the Publisher's computer systems.

22. Advertiser's property, originals, artwork, type, mechanicals, positives etc are held by the Publisher at the owner's risk and should be insured by the Advertiser against loss or damage from whatever cause. After performance of the Contract relating to such materials, the Advertiser shall be responsible for collecting all such materials which it requires from the Publisher's premises, failing which, the Publisher reserves the right to destroy all artwork, film, copy or other materials which has been in its possession for more than three months and no liability shall be attached to the Publisher in respect of such destruction.

23. Advertisements will be published to the representation as provided by file (or other accepted medium) by the Advertiser and the Publisher shall not be liable for any lack of clarity or other error in representation that results from the representation of the Advertisement as it was provided by the Advertiser. Reasonable standard charges will be made to the Advertiser where production work of any kind is required to put the Advertisements in a form suitable for publication for any reason and at any stage. The Publisher will notify the Advertiser of such charges in writing upon receipt of advertising Copy.

WEBSITE ADVERTISING IMPRESSIONS

24. Except as otherwise expressly agreed in the Contract, the Advertiser acknowledges that the Publisher has not made any guarantees with respect to usage statistics or levels of impressions for any Advertisement. The Publisher provides the Advertiser with estimated usage statistics only as a courtesy to the Advertiser and the Publisher will not be held liable for any claims relating to any usage statistics however supplied.

25. In the event that any guaranteed total impressions ('GTI') figure is not reached, the Publisher reserves the right to either refund a proportion of the fee, pro rata to the shortfall, or to extend the period the Advertisement is displayed until the GTI target is reached. In the event that the GTI figure is reached prior to the agreed period the Advertisement will be displayed, the Publisher shall give the Advertiser notice thereof and reserves the right to cease publication of the Advertisement.

26. In the event of any disagreement regarding the number of impressions served, the Advertiser agrees that the figures provided by the Publisher will be final and binding.

27. There is no obligation on the Publisher to supply screen shots to the Advertiser and their absence shall not affect the Advertiser's liability for the agreed charge.

28. In the event of any material breach of these Conditions by the Advertiser, uncured within 10 working days of notice thereof, the Publisher reserves the right to terminate this Agreement immediately, to withdraw the Advertisement accordingly, and to invoice the Advertiser for the full amount payable by the Advertiser notwithstanding that the term of the Contract may not yet be finished nor GTI targets have been reached.

TERMS OF PAYMENT

29. (a) Unless otherwise stipulated by the Publisher, payment is due to be received from the Advertiser within 30 days following receipt of the invoice.

(b) Advertising Agents and Independent Media Buyers not recognised by the Periodical Publishers Association and Advertisers placing business directly will be required to pre-pay the account two weeks prior to the final copy date for each Advertisement.

(c) The Publisher may in its discretion provide account facilities to a non recognised Advertising Agent, Independent Media Buyer or direct Advertiser once it has pre-paid and demonstrated a good payment record for insertions in 12 separate issues for an individual publication or publications published by the Publisher. Any credit will only be granted after obtaining satisfactory banking, trade and credit reference agency clearance and the Advertiser will be informed by the Publisher once it is ready to provide such account facilities.

(d) The Advertiser shall not set-off or claim to set-off for any reason whatsoever any sum or amount whether in dispute or agreed which may be payable by the Publisher to the Advertiser against any sum or amount whatsoever payable by the Advertiser to the Publisher.

(e) If the Advertiser defaults in making payment of any sums by the due date, the Publisher reserves the right to require immediate payment for all Advertisements booked by the Advertiser (failing which the Publisher shall be entitled to terminate the Contract forthwith by written notice to the Advertiser) and to require payment in advance for future Advertisement bookings, and pending such payment to omit or suspend all or any Advertisements due to appear under an existing Contract with the Advertiser.

30. Advertising Agents and Independent Media Buyers recognised by the Periodical Publishers Association are allowed agency commission at the rates quoted on the Rate Card provided payment for Advertisements is made in full by the due date.

31. The Publisher shall be entitled to charge interest on any outstanding balance owed to the Publisher at the rate of 4% above the base rate of LloydsTSB Bank plc from the date that the invoice became due for payment until the date it is paid in full.

32. Any advertising rates are subject to variation arising from any Government taxes and levies.

33. Any queries concerning an invoice must be raised with our Credit Control Department within 10 working days from the date of invoice.

GENERAL

34. The Advertiser expressly acknowledges that it has not relied on any representation made by or on behalf of the Publisher in entering into the Contract.

35. The Advertiser may not assign or transfer any of its rights under these Conditions to any third party.

36. No person who is not a party to this Contract has any right under the Contracts (Right of Third Parties) Act 1999 to enforce any part of this Contract.

37. The Publisher and the Advertiser warrant that they will duly observe all their obligations under the Data Protection Act 1998 (as applicable) which may arise in connection with this agreement.

38. Where the Advertiser for the purposes of these Conditions is an advertising agency, the Advertiser represents, warrants and undertakes that it has full authority to enter into the Contract on behalf of, and to bind, the company whose products or services are being promoted.

39. The Publisher and Advertiser warrant that any information given to the other party which ought to be reasonably treated as confidential shall be treated as such and such information shall not be disclosed by either party without the prior written consent of the other.

40. These Conditions shall constitute the entire agreement between the parties with regard to its subject matter and shall supersede all prior understandings, commitments and undertakings that either party may have given.

41. These Conditions and all other terms of the Contract shall be construed in accordance with the Laws of England and the parties submit to the jurisdiction of the English courts.

42. These Conditions and all other terms of the Contract shall be construed in accordance with the Laws of England and Wales and the parties submit to the jurisdiction of the English courts.

February 1, 2012.