



terms & conditions

Meredith Corporation Advertising Terms and Conditions

The following are certain terms and conditions governing advertising published in FITNESS magazine (the "Magazine"). Submission of insertion order for placement of advertising in the Magazine constitutes acceptance of the following terms and conditions. No terms or conditions in any insertion orders, reservation orders, blanket contracts, instructions or documents other than this Rate Card will be binding on Meredith Corporation ("Publisher"), unless Publisher agrees to such terms and conditions in writing.

Agency Commission and Payment

1. Publisher may require payment for advertising upon terms determined by Publisher prior to publication of any advertisement.

2. Agency and advertiser are jointly and severally liable for the payment of all invoices arising from placement of advertising in the Magazine and for all costs of collection of late payment.

3. If an account is placed with a collection agency or attorney for collection, all commissions and discounts will be rescinded or become null and void and the full advertising rate shall apply.

4. Agency commission (or equivalent): fifteen percent (15%) of gross advertising space charges, payable only to recognized agents.

5. Invoices are rendered on or about the on-sale date of the Magazine. Payments are due within ten (10) days after the billing date, with the following exceptions. For all advertising not placed through a recognized agent, payments at Rate Card rates must be received no later than the issue closing date. Prepayment is required if credit is not established prior to ten (10) business days prior to the issue closing date. All payments must be in United States currency.

6. No agency commission is payable, and Publisher will not grant any discounts, on production charges. Any discounts received by advertiser on ad space charges may not be applied to production charges.

7. Advertiser shall pay all international, federal, state and local taxes on the printing of advertising materials and on the sale of ad space.

Cancellation and Changes

1. Publisher expressly reserves the right to reject or cancel for any reason at any time any insertion order or advertisement without liability, even if previously acknowledged or accepted. In the event of cancellation for default in the payment of bills, charges for all advertising published as of the cancellation date shall become immediately due and payable.

2. Advertisers may not cancel orders for, or make changes in, advertising after the issue closing date. Cancellation of orders or changes in advertising to be placed on covers, in positions opposite content pages, and for card inserts will not be accepted after the date thirty (30) days prior to the issue closing date. Cancellation of orders for special advertising units printed in the Magazine, such as booklets and gatefolds, will not be accepted after the date sixty (60) days prior to the issue closing date. In the event Publisher accepts cancellation after any of the foregoing deadlines, such acceptance must be in writing, and such cancellation may be subject to additional charges at Publisher's discretion.

3. The conditions of advertising in the Magazine are subject to change without notice. Publisher will announce ad rate changes thirty (30) days prior to the closing date of the issue in which the new rates take effect. Orders for subsequent issues will be accepted at the then-prevailing rates.

Circulation Guarantee

The Magazine is a member of the Audit Bureau of Circulation (ABC). The following rate base guarantee is based on the ABC's reported circulation for the Magazine averaged over the calendar year in which advertising is placed. Publisher guarantees circulation to national advertisers by brand of advertised product or service. In the event the audited twelve (12)-month average circulation does not meet the guaranteed rate base, Publisher shall grant rebates to the advertiser in ad space credit only, which must be used within six (6) months following the issuance of audited ABC statements for the period of shortfall. Rebates will be calculated based on the difference between the stated rate base at time of publication and the ABC audited 12-month average. Publisher does not guarantee circulation to regional advertisers, and regional circulations reported by the ABC are used by Publisher only as a basis for determining the Magazine's advertising rates.

Publisher's Liability

1. Publisher is not liable for any failure or delay in printing, publishing, or circulating any copies of the issue of the Magazine in which advertising is placed that is caused by, or arising from, an act of God, accident, fire, strike, terrorism or other occurrence beyond Publisher's control.

2. Publisher is not liable for any failure or delay in publishing in the Magazine any advertisement submitted to it. Publisher does not guarantee positioning of advertisements in the Magazine, is not liable for failure to meet positioning requirements and is not liable for any error in key numbers. PUBLISHER WILL TREAT ALL POSITION STIPULATIONS ON INSERTION ORDERS AS REQUESTS. Publisher will not consider any objections to positioning of an advertisement later than six (6) months after the on-sale date of the issue in which the advertisement appears.

3. The liability of Publisher for any act, error or omission for which it may be held legally responsible shall not exceed the cost of the ad space affected by the error. In no event shall Publisher be liable for any indirect, consequential, special or incidental damages, including, but not limited to, lost income or profits.

Miscellaneous

1. Advertising agency and advertiser jointly and severally represent and warrant that each advertisement submitted by it for publication in the Magazine contains no copy, illustrations, photographs, text or other content that may result in any claim against Publisher. Advertising agency and advertiser jointly and severally shall indemnify and hold harmless Publisher from and against any damages and related expenses (including attorneys' fees) arising from the content of advertisements, including, but not limited to, claims of invasion of privacy, unauthorized use of names or pictures of living persons, trademark infringement, copyright infringement, libel and misrepresentation.

2. Publisher's acceptance of an advertisement for publication in the Magazine does not constitute an endorsement of the product or service advertised. No advertiser or agency may use the Magazine's name or logo without Publisher's prior written permission for each such use.

3. The word "advertisement" will be placed above all advertisements that, in Publisher's opinion, resembles editorial matter.

4. This agreement shall be governed by and construed in accordance with the laws of the State of Iowa without regard to its conflicts of laws provisions. Any civil action or proceeding arising out of or related to this agreement shall be brought in the courts of record of the state of Iowa in Polk County or the U.S. District Court for the Southern District of Iowa. Each advertiser and its agency consents to the jurisdiction of such courts and waives any objection to the laying of venue of any such civil action or proceeding in such courts.

Additional Copy and Contract Regulations

1. For advertising units less than full-page size, insertion orders must specify if advertisement is digest, vertical, square, or horizontal configuration. Insertion orders for all advertising units must state if advertisement carries a coupon.

2. Advertising units of less than 1/3 page size are accepted based on issue availability as determined by Publisher.

3. Requested schedule of issues of ad insertions and size of ad space must accompany all insertion orders. Orders and schedules are accepted for the advertising by brand of product or service only and may not be re-assigned to other products or services or to affiliated companies without the consent of Publisher.

4. Insert linage contributes to corporate page levels based on the ratio of the open rate of the insert to the open national P4C rate.

5. If a third party either acquires or is acquired by advertiser during the term of an insertion order, any advertising placed by such third party in an issue of the Magazine that closed prior to the date of the acquisition will not contribute to advertiser's earning discounts.

Rebates and Shortrates

Publisher shall rebate Advertiser if Advertiser uses more ad space than the quantity of space on which billed ad rates were based. Failure to use all such ad space shall result in higher ad rates. In such event, Advertiser will be shortrated and owe Publisher an additional sum based on the difference between the billed rates and higher rates.