

Advertiser Information

2012

Rate Card 11 Effective January 2012

ADVERTISER INFORMATION

TERMS OF SALE

Net 30 days from date of invoice. First time advertisers must prepay by Ad Close date. Publisher reserves the right to request further prepayment for so long as Publisher desires.

COMMISSION

15% paid to recognized agency on space, position, color and bleed charges, provided the account is paid within 30 days from invoice date.

COMBINATION RATES

Sold in combination with AAA Western Magazine Network.

SHORT RATES AND REBATES

Each page or fractional page counts as one insertion. Frequency discounts may be earned with any combination of different size insertions used during a 12 month period. If a greater frequency discount is earned, a rebate will be made. If the billed rate is not earned, the short rate will be based on the number of insertions actually run during the contract period. See Advertising Contract Provisions for more details.

CANCELLATIONS

Must be received from Advertiser in writing prior to Materials Due date; all orders non-cancelable after Materials Due date of relevant issue.

SEND ALL INSERTION ORDERS TO:

Encompass Advertising
Natasha Alcalá, Via Advertising
1900 Powell Street
Emeryville, CA 94608
Phone: (510) 596-5354
Fax: (877) 406-0222
E-mail: natasha.alcala@viamagazine.com

COPY REGULATIONS

A. The caption line "ADVERTISEMENT" shall be printed at the top of advertisements that either carry no signature or resemble editorial pages.

B. When new ad material, covered by an uncanceled Insertion Order is not received by the applicable Materials Due date, copy run in the previous Issue will be inserted.

C. The Publisher will not be bound by any terms or conditions, printed or otherwise, appearing on any order blank or copy instructions, when such conditions conflict with the Publisher's Advertising Policy and Guidelines, Advertising Contract Provisions or Rate Card.

CONTRACT CONDITIONS

ADVERTISING CONTRACT PROVISIONS

A. Advertiser shall have the right to terminate this contract at any time after having used space hereunder by written notice to Publisher and by paying the Publisher within 30 days after invoice date all sums due for space actually used at the actual rate earned.

B. Cancellation of advertisements by Advertiser shall not be effective unless written notice of cancellation is received by Publisher prior to the cancellation deadline as set forth in the applicable Publisher's Rate Card. Cancellation of any portion of an advertising contract on behalf of the Advertiser automatically nullifies any rate protection and any preferred position reservation on the remainder of the contract.

C. Publisher shall have the right, at its option, to terminate this contract at any time by written notice to Advertiser, in which event Advertiser shall pay for space actually used at the rate set forth on the face of this contract. If a space discount has been deducted in paying for prior insertions on a contract canceled by the Advertiser or Publisher, the Advertiser and/or its agency shall reimburse Publisher for any difference between the rate paid and the rate earned.

D. Publisher shall have the right to terminate this contract at any time with or without notice to Advertiser for non-payment of bills at due date, or because the minimum amount of space herein contracted for is not used by Advertiser within the contract period. In the event of such termination by Publisher, for either of said reasons, Advertiser shall pay Publisher for all space used under the contract at the actual rate earned.

E. Publisher reserves the right to revise its advertising rates at any time. Any new rate immediately applies to business not previously covered by a formal order (contract) specifying space to be used and dates of insertion. Business already covered by a formal order (contract) may receive rate protection only for advertising appearing in the next six months published after the date the new rates become effective. Advertiser may terminate this contract on the date new rates become effective, provided that prior to said effective date, Advertiser gives to Publisher written notice of such termination; and, in the event of such termination, shall be liable for space used at rates set forth on the face of this contract and not the actual rate earned.

F. Failure of Publisher to terminate this contract at any time on account of breach of this contract by Advertiser shall not be deemed a waiver of Publisher's right to terminate this contract by reason of any subsequent breach by Advertiser.



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G. Publisher reserves the right at Publisher's sole discretion to revise or reject any advertisement or portion thereof. Publication of advertising copy shall not affect Publishers' right to revise or reject such copy thereafter. (See Advertising Policy)

H. Advertiser warrants and represents that any material submitted to Publisher is original; does not violate any law or infringe the copyrights, trademarks, trade names, or patents of any other person; and contains no matter that is libelous, an invasion of privacy, an unlawful appropriation of the name or likeness, or is otherwise injurious to the Contract Conditions rights of any other person, and the Advertiser has obtained all necessary consents prior to submissions to Publisher. Advertiser assumes all responsibility for all content (including, but not limited to, texts, representations, names, photographs, and illustrations) of advertisements printed, and Advertiser agrees to indemnify and hold Publisher harmless against any and all claims, losses, liabilities and expenses, including attorney's fees and legal expenses resulting from or attributable to the publication of any advertisement submitted by Advertiser.

I. Advertising orders specifying pages or directing insertion of advertisements in positions with the proviso "or omit" will not be accepted. Any provision in the advertising order specifying or barring the use of any page because of the kind of news or advertising on that page, on its reverse side, or on the facing page will not be legally binding upon Publisher but will be treated as a request only. Discontinuance of advertisements ordered "Till Forbid" and changes or cancellations of advertisements must be given in writing. No oral agreements will be recognized.

J. In the event of any error in printing or other inadvertent publication of an advertisement, Publisher's liability shall not exceed the cost of the space used. Advertiser must notify the Publisher of the error in time to enable Publisher to make the correction before the second insertion. Credit, if allowed, shall be for the first insertion only and may be given in the form of republication of the corrected advertisement. No adjustment will be made in which Advertiser or its agent is responsible for the error. Under no circumstances shall Publisher be liable for lost profits or consequential damages of any kind.

K. Advertiser agrees that no representations of any kind have been made to Advertiser by Publisher or by any of its agents and that no understanding has been made or agreement entered into other than as set forth herein.

L. This contract shall be governed by the laws of the state of Colorado. The Denver Judicial District, Colorado, shall be the forum of any legal action relating to this contract.

ADVERTISING POLICY GUIDELINES

A. All advertisements must be approved by the Publisher before they are deemed acceptable for publication in *EnCompass*.

B. Publisher reserves the right to inspect or test any product or service to be advertised before the advertisement is deemed acceptable.

C. All advertising copy must complement the guidelines established for editorial material in word, illustration, and design.

D. Priority of available advertising space will be given to Advertisers of products and services that bear a relationship to the demographics of *EnCompass* subscribers. General categories include, but are not limited to, (1) automobiles, other vehicles, and transportation facilities; (2) accommodations, resorts, restaurants, recreational areas, tours, and cruises; (3) consumer electronics and sporting equipment; and (4) aftermarket products and services related to the above general categories.

E. Advertisements of products or services in which AAA Colorado has a special expertise or in which the ad might be construed as an endorsement must receive specific approval by the Publisher with regard to the veracity of the ad or the product or service advertised. Examples include (1) automotive products, (2) insurance products, (3) vehicle-repair business or products, (4) travel-related products or services, and (5) group-purchase plans.

F. Advertisements considered unacceptable include, but are not limited to, the following: (1) distilled spirits; (2) all "per inquiry" arrangements; (3) personal vanity products (such as those claiming to restore hair, reduce weight, remove fat, increase bust size, restore youth, improve sexuality); (4) get-rich-quick schemes, speculative land offerings, and any claims made to amass personal fortunes or to guarantee "winning"; (5) garish displays, unacceptable posture of models, or advertisement that might appeal to sensuous or prurient interests; (6) political candidates or causes; (7) religious persons or doctrines; (8) escort services; and (9) illegal or questionable products or services. Advertisement for products or services not included in the categories set forth above may also be unacceptable if, in the opinion of the Publisher, they are considered inappropriate for publication in *EnCompass*.

