# CONDÉ NAST

# bon appétit Print Media Kit

# **Audience**

Circulation Demographics	
Paid/Verified Subscriptions:	1,442,388
Single Copy:	86,997
Total Circulation:	1,529,385
Rate Base	1,500,000
TOTAL AUDIENCE:	6.5MM
Median HH	\$91,879
Gender - Female	73%
Education - Graduated College +	50%
Employment - Professional / Managerial	34%
Marital Status - Married	62%

Source: MRI Spring 2013 Updated: 09/12/2013

# Rates

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	SIZE	1x	3x	6x	9x	12x
4/C	1 p	\$172,293	\$167,124	\$163,678	\$158,509	\$153,341
	2/3 p	137,839	133,704	130,947	126,812	122,676

	1/2 p	103,362	100,262	98,194	95,094	91,992
	1/3 p	71,829	69,674	68,238	66,082	63,927
COVERS	2nd	206,747	200,545	196,410	190,208	184,005
	3rd	180,941	175,513	171,894	166,466	161,038
	4th	215,349	208,888	204,582	198,121	191,660

Rate Base: 1,500,000

All Advertisers qualify for General Rate unless these Advertisers specifically qualify for one of the rate categories listed on magazine rate cards.

All rates are gross rates, before agency commission. Rates are effective with the January 2014 issue.

#### The Condé Nast Media Group

Multi-title corporate discounts are available to advertisers running in three or more magazines/Condé Nast Digital websites. For more information, please contact Jeff Barish, Senior Executive Director, Corporate Sales 212.286.8314.

All advertising transactions are subject to Condé Nast's advertising copy and contract terms and conditions.

**Updated: September 2013** 

#### **Retail Rates**

	SIZE	1x	3x	6x	9x	12x
4/C	1 p	\$137,839	\$133,704	\$130,947	\$126,812	\$122,676
	2/3 p	110,262	106,955	104,749	101,442	98,133
	1/2 p	82,708	80,226	78,573	76,091	73,610
	1/3 p	57,431	55,708	54,559	52,837	51,114

Rate Base: 1,500,000

Equivalent to: Association, Entertainment, Nonprofit, Hotel and Pharmaceutical Rates.

All rates are gross rates, before agency commission. Rates are effective with the January 2014 issue.

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#### **Retail Rate Guidelines**

Advertisers on the Retail Rate Card will receive appropriate frequency and/or volume discounts. These guidelines were established because Condé Nast believes it is suitable to have rates for advertisers with limited retail and/or distribution areas — accounts which do not benefit completely from a magazine's total circulation.

#### I. DEPARTMENT OR SPECIALTY STORES

- 1. The Retail Rate is available to department or specialty stores operating in limited trading areas. To qualify for the Retail Rate, the chain must operate with fewer than 500 doors under one name. It is not necessary for department or specialty stores to tag cities or specific locations within their ads.
- 2. This rate is not available to Mass Retailers (chains having more than 500 stores under one name).
- 3. When there is corporate ownership of a group of stores (i.e. Macy's owns Bloomingdale's), each store's units are counted independently regarding the 500 door limit. The advertisement must be placed by the retailer or its agency and must be in the retailer's format.

# II. MANUFACTURERS (COMPANIES WHO SELL THEIR PRODUCTS IN OTHER COMPANIES' STORES)

MANUFACTURERS WHO WISH TO QUALIFY FOR THE RETAIL RATE MUST FOLLOW THESE GUIDELINES:

- 1. Each ad page or spread must contain at least one Retail store or Retail Chain Name. There is no limit to the number of stores or chains that are mentioned, but each name must have 500 or fewer locations. On non-adjacent pages, at least one retail listing must appear on each page. The store or chain listed may be owned by the Manufacturer.
- 2. Store names and/or store locations must appear with the smallest letters being at least 2 millimeters high within the printed ad.
- 3. If the Manufacturer has a store location(s) under the Manufacturer's own name, listing of the city name (2mm or larger) or a statement such as "available at our stores above" qualifies the ad for the Retail or Mass Retail Rate. NOTE: MANUFACTURERS WHO GENERATE MORE THAN 50% OF ANNUAL REVENUE FROM THEIR OWN STORES QUALIFY AS RETAILERS OR MASS RETAILERS (SEE PART I., DEPT. OR SPECIALTY STORES, ABOVE).
- 4. Manufacturers cannot list a Mass Retailer (owns more than 500 locations) on the ad and still receive the Retail Rate. Listing a Mass Retailer automatically triggers the MASS RETAIL RATE for the ad.
- 5. A manufacturer does NOT get the Retail Rate for merely tagging a third party e-commerce web-site, nor for including an informational toll-free phone number (800, 877, 888).
- 6. National ads that list different store names in regional splits are acceptable at the Retail

- Rate, provided each split contains at least one listing. Mechanical charges for each regional charge will be charged.
- 7. Manufacturers can qualify for the equivalent of the Retail Rate by prominently featuring their own e-commerce website within the ad. The smallest letters comprising the URL must be at least 2 millimeters high within the printed ad, must appear prominently (not in the gutter of the ad), must be owned by the Manufacturer, and must sell the product(s) shown in the ad.

NOTE: THIS QUALIFICATION SUPERSEDES MASS RETAIL QUALIFICATION.

# III. MASS RETAILERS (10% OFF THE EARNED GENERAL RATE AT MOST CN TITLES) A Mass Retailer by definition is a chain which owns 500 doors or more under one name (i.e. – Home Depot, Target, Wal-Mart).

- 1. Mass Retailers qualify for a 10% discount off the relevant General Rate at most CN Titles.
- 2. If a Manufacturer runs an ad and tags a Mass Retailer name (or names), that ad qualifies for the Mass Retail Rate, regardless of how many other retailers are tagged on the ad.

ADVERTISERS THAT DO NOT MEET THESE REQUIREMENTS WILL BE BILLED AT THE GENERAL RATE.

NOTE: ALL COVER ADS MUST BE BILLED AT EARNED GENERAL RATE, REGARDLESS OF THE ADS' CONTENT.

**Updated: September 2013** 

#### **Insert Rates**

PAGE	RATE
2 p	\$131,580
4 p	236,920
6 p	355,340
8 p	421,160
10 p	526,420
12 p	631,700
16 p	842,280
BRC	84,060

Rate Base: 1,500,000

Rates effective with the January 2014 issue.

All rates are gross, before agency commission.

These costs represent gross advertising space costs for standard sized inserts running in the full circulation. Quantity of inserts needed is available upon request.

Inserts supplied on heavy paper, inserts configured as gatefolds, inserts delivered in more than one signature, and inserts delivered on a magna-craft strip may incur additional charges.

Costs for *Bon Appétit*–printed inserts and for all regional and non-standard sized inserts are available upon request.

Orders for Supplied inserts are non-cancellable the first of the fourth month preceding the date of issue.

Orders for all *Bon Appétit*–produced inserts are non-cancellable without the written agreement of *Bon Appétit*. Should *Bon Appétit* agree to cancel an existing work order, the Advertiser will be responsible for the cost of any work performed or materials purchased on behalf of the Advertiser, including the cost of services, paper and/or printing.

A facsimile of any furnished insert must be submitted to *Bon Appétit* prior to the printing of the insert. (2) *Bon Appétit* is not responsible for errors or omissions in, or the production quality of, furnished inserts. (3) The Advertiser and/or Agency shall be responsible for any additional charges incurred by *Bon Appétit* arising out of the Advertiser and/or Agency's failure to deliver furnished inserts pursuant to *Bon Appétit'S* specifications. (4) In the event that *Bon Appétit* is unable to publish the furnished insert as a result of such failure to comply, the Advertiser and/or Agency shall remain liable for the space cost of such insert.

These rates and all advertising transactions are subject to Condé Nast's Copy & Contract Regulations.

**Updated: September 2013** 

#### **Food Rates**

	SIZE	1x	3x	6x	9x	12x
4/C	1 p	\$155,066	\$150,414	\$147,313	\$142,661	\$138,009
	2/3 p	124,039	120,318	117,837	114,116	110,394
	1/2 p	92,989	90,199	88,340	85,550	82,760
	1/3 p	64,653	62,713	61,420	59,480	57,541

#### 2014 Food Rates

Rate Base: 1,500,000

All rates are gross rates, before agency commission. Rates are effective with the January 2014 issue.

#### The Condé Nast Media Group

Multi-title corporate discounts are available to advertisers running in three or more magazines/Condé Nast Digital websites. For more information, please contact Jeff Barish, Senior Executive Director, Corporate Sales 212.286.8214.

All advertising transactions are subject to Condé Nast's advertising copy and contract terms and conditions.

**Updated: December 2013** 

# **Ad Specifications**

### **Mechanical Requirements**

#### **PRINTING:**

Web Offset (SWOP)
Perfect binding
Publication trim size 8" x 10 7/8"

Updated: 7/72011

## **Advertising Specifications**

Space	Bleed	Non-Bleed	Trim	Live
Spread	16 1/4" x 11 1/8"	15" x 10"	16" x 10 7/8"	15 1/2" x 10 3/8"
Full Page/Cover	8 1/4" x 11 1/8"	7" x 10"	8" x 10 7/8"	7 1/2" x 10 3/8"
2/3 Vertical	5 1/4" x 11 1/8"	4 5/8" x 10"	5" x 10 7/8"	4 1/2" x 10 3/8"
1/2 Vertical	4 1/8" x 11 1/8"	3 1/2" x 10"	3 7/8" x 10 7/8"	3 3/8" x 10 3/8"
1/2 Horizontal	8 1/4" x 5 5/8"	7" x 4 7/8"	8" x 5 3/8"	7 1/2" x 4 7/8"
1/2 Spread	16 1/4" x 5 5/8"	15" x 4 7/8"	5" x 7 3/4"	15 1/2" x 4 7/8"
Digest (1/2 page)	5 1/4" x 8"	4 5/8" x 7"	5" x 7 3/4"	4 1/2" x 7 1/4"

1/3 Vertical	2 7/8" x 11 1/8"	2 1/4" x 10"	2 5/8" x 10 7/8"	2 1/8" x 10 3/8"
1/6 Vertical 1/3 Square	5 1/4" x 5 5/8"	4 5/8" x 4 7/8"	5" x 5 3/8"	4 1/2" x 4 7/8"
1/6 Vertical	N/A	2 1/4" x 4 7/8"	N/A	N/A

For all run of book and cover gatefolds, please contact Sharon Harvey for specifications and shipping instructions. Phone: 212-286-2753. Email: <a href="mailto:sharon\_harvey@condenast.com">sharon\_harvey@condenast.com</a>.

SAFETY: All live matter must be 1/4 inch from trim on all sides.

GUTTER SAFETY: 3/16 inch on each side (total 3/8 inch).

Minimum size knockout type should be 8 point.

Note: Perfect alignment of type or design across the gutter of two facing pages cannot be guaranteed.

Updated: 7/7/2011

# **Digital Ad Requirements**

#### MEDIA:

All ad submissions must be PDF/x1a files uploaded to the Condé Nast ad portal: <a href="http://transmit.condenast.com">http://transmit.condenast.com</a>

The PDF/X-1a files must have:

All fonts MUST be embedded (True Type fonts can not be used for Printing).

The color space must be CMYK or Grayscale. No RGB, LAB or embedded color profiles (such as ICC profiles).

No files with PMS colors will be accepted without prior notification. Otherwise, all PMS colors MUST be converted to CMYK.

Maximum ink density: 300 total.

Resolution: 300 dpi.

Updated: 7/7/2011

# **Proof Requirements**

Certified SWOP3 supplied proof to:

Quad Graphics 1900 W. Sumner Street Hartford, WI 53027 Pat Brown 262-673-1284

All proofs should have clear identification of the type of proof it is and the name, address and phone number of the sender/pre-press service provider.

Preferred proof is Epson, running color managed SWOP 3 profiles, on type 3 substrate.

All proofs must include the IDEAlliance Color Control Strip. To download color strip go to hot downloads at: <a href="http://idealliance.org">http://idealliance.org</a>

In compliance with Condé Nast policy, you are required to submit a SWOP 3 certified proof. By choosing not to supply a SWOP certified proof with this ad submission the color reproduction of the ad will be based on industry standard best practices to achieve as accurate color as possible from the supplied digital file. If you do not supply a SWOP certified proof, a laser content proof will be required. Failure to submit a laser proof may jeopardize the final content within your ad. **Updated:** 7/7/2011

# File Storage

The original proof and an archived copy of the digital ad file will be kept for 13 months after printing. **Updated:** 7/7/2011

# **Split Runs and Regional Advertising**

Subscription copies will be delivered to their proper subject area to within a 5% variance. Newsstand regional advertising: Every best effort will be made to deliver regional ads and copysplits to the desired newsstand markets. Due to continuing changes in wholesale distribution patterns, regional newsstand delivery for inserts and copysplits cannot be fully controlled and therefore cannot be fully guaranteed to particular states. It is recommended that regional inserts and copysplits be done according to the ten region Condé Nast area map.

Updated: 7/7/2011

# **Contract + Regulations**

#### 2014 CONDÉ NAST ADVERTISING RATE CARD

#### **CONTRACT TERMS AND CONDITIONS**

The following terms and conditions govern all entities that place advertising ("Advertiser"), either directly or through an agent ("Agency"), in print magazines ("Magazines"), websites and mobile

sites (collectively, "Websites"), email campaigns ("Email(s)"), digital magazine publications ("Digital Editions"), any other applications (collectively, together with Digital Editions, the "Apps"), and any other services (collectively, together with Magazines, Digital Editions, Websites, Emails, and Apps, the "Service") published and/or owned, licensed or operated by or on behalf of Condé Nast ("Bon Appétit"). The placement of advertising on any Service constitutes Advertiser's (and, if applicable, Agency's) agreement to these terms and conditions. These terms and conditions may be modified from time to time by Bon Appetit; additional placement of advertising will constitute Advertiser's (and, if applicable, Agency's) agreement to any such modifications.

#### A. Bon Appétit's Right To Reject, Cancel or Terminate Orders

Bon Appétit reserves the right at its absolute discretion, and at any time, to cancel any advertising order or reject any advertising copy in connection with any Service, whether or not the same has already been acknowledged and/or previously published, displayed, performed or transmitted (collectively referred to herein as "Published" or "Publish"), including, but not limited to, for reasons relating to the content of the advertisement or any technology associated with the advertisement. In the event of such cancellation or rejection by Bon Appétit, advertising already run and to be run shall be paid for at the rate that would apply if the entire order were Published and no Short Rate (as defined below) will apply.

In addition, Bon Appétit reserves the right to (i) remove from selected copies, editions, versions, or sections of a Service advertisements containing matter that readers have deemed objectionable (ii) implement blocking technology (including, but not limited to, geo-blocking technology) in connection with a Service; and (iii) enhance, upgrade and/or otherwise modify or discontinue any Service at any time.

Bon Appétit, at its absolute discretion, may terminate its relationship with Advertiser and/or Agency for the breach of any of the terms hereof, including without limitation a breach based on the failure on the part of either Advertiser or Agency to pay each bill by its due date. Should Bon Appétit terminate its relationship with Advertiser and/or Agency, a short-rate (which is the difference between the rate charged on the contracted frequency and the higher rate based on the reduced frequency of advertisements actually Published and paid for, herein a "Short-Rate") may apply and all charges incurred together with short-rate charges shall be immediately due and payable. Furthermore, in the event Advertiser or Agency breaches, Bon Appétit may, in addition to its other remedies, (a) cancel its recognition of Agency, thereby causing Agency to lose claim to any commission for any further advertising placed with Bon Appétit on behalf of Advertiser or any other client of Agency, and/or (b) refuse to Publish any or all of Advertiser's advertising.

#### B. Advertiser's Failure to Run Advertising/Short-Rate/Merchandising Programs

All agreements for advertising frequency discounts in connection with any Service require that the specified number of advertisements be Published within a specified period and be promptly paid for. In the event of Advertiser's or its Agency's cancellation of any portion of any advertising order/contract or failure to have Published and paid for the specified number of advertisements, or if at any time Bon Appétit in its reasonable judgment determines that Advertiser is not likely to Publish and pay for the total amount of advertising specified during the term of the agreement, any rate discount will be retroactively nullified, including for previously Published advertisements, and may result in a Short-Rate. In such event, Advertiser and/or Agency must reimburse Bon Appétit for the Short-Rate within 30 days of invoice therefor and Advertiser will thereafter pay for

advertising at the open rate or at the earned rate(s) as applicable. Any merchandising program executed by Bon Appétit in reliance on advertising that is cancelled will be paid for by Advertiser at the fair market rate for such program. Advertising credits (for any earned advertising frequency discount adjustments for advertising run in excess of specified schedule) will only be earned if all advertising is paid for by the due date. Advertising credits must be used by the Advertiser within six months after the end of the period in which they were earned. If any portion of such advertising credits remain unused at the expiration of the foregoing six month period, such unused advertising credits shall be expired and Bon Appétit shall not have any further obligation to Advertiser and/or Agency with respect thereto.

# C. Restrictions on Advertiser's Ability to Cancel Advertising Orders for Magazines and Digital Editions

Orders for inside or outside cover pages for Magazines and Digital Editions are non-cancelable. Options on cover positions for Magazines must be exercised at least 30 days prior to four-color closing date. If an order is not received by such date, the cover option automatically lapses. Orders for all inside advertising units for Magazines and Digital Editions are non-cancelable less than 15 days prior to closing date. Orders for furnished inserts for Magazines are non-cancelable the first day of the fourth calendar month preceding the month imprinted on the cover of the issue. Orders for all Bon Appétit-produced inserts for Magazines are non-cancelable. In any event, Advertiser will be responsible for the cost of any work performed or materials purchased on behalf of Advertiser, including the cost of services, paper and/or printing.

#### D. Advertising Positioning at Bon Appétit's Discretion

Orders for advertising containing restrictions or specifying positions, facings, editorial adjacencies or other requirements may be accepted and Published but such restrictions or specifications are at Bon Appétit's sole discretion, and in no event shall such approved restrictions or specifications relate to any user generated content on Bon Appétit's Websites, Apps and/or Emails.

#### E. Labeling of Advertisements

Advertisements that simulate or resemble editorial content must be clearly identified and labeled "ADVERTISEMENT" or "PROMOTION" or "SPECIAL ADVERTISING SECTION" at the top of the advertisement, and Bon Appétit may, in its discretion, so label such copy.

#### F. Inserts

An accurate copy of any furnished insert must be submitted to Bon Appétit for review prior to the printing of the insert. Bon Appétit's review and/or approval of such copy does not release or relinquish Advertiser/Agency from its responsibilities hereunder. Bon Appétit is not responsible for errors or omissions in, or the production quality of, furnished inserts. Advertiser and/or Agency shall be responsible for any additional charges incurred by Bon Appétit arising out of Advertiser and/or Agency's failure to deliver furnished inserts pursuant to Bon Appétit's specifications. In the event that Bon Appétit is unable to Publish the furnished insert as a result of such failure to comply, Advertiser and/or Agency shall nevertheless remain liable for the space cost of such insert.

#### G. Errors in or Omissions of Advertisements

In the event of Bon Appétit's errors in or omissions of any advertisement(s), Bon Appétit's liability shall be limited to a credit of the amount paid attributable to the space of the error/omission (in no event shall such credit exceed the total amount paid to Bon Appétit for the advertisement), and Bon Appétit shall have no liability unless the error/omission is brought to the Bon Appétit's attention no later than 60 days after the advertisement is first Published. However, if a copy of the advertisement was provided or reviewed by Advertiser, Bon Appétit shall have no liability. In no event will Bon Appétit have any liability for errors or omissions caused by force majeure or errors in key numbers. In the event of a suspension of Bon Appétit's Service due to computer, software, or network malfunction, congestion, repair, strike, accidents, fire, flood, storms, terrorist attacks, acts of war or any other cause or contingencies or force majeure beyond the reasonable control of Bon Appétit, it is agreed that such suspension shall not invalidate any advertising agreement but a) will give Bon Appétit the option to cancel any advertising agreement, or if Bon Appétit does not do so, b) upon resumption of Bon Appétit's Service, the agreement shall be continued and Bon Appétit will have no liability for any errors or omissions or any damages or missed impressions caused by such suspension. IN NO EVENT WILL BON APPÉTIT HAVE ANY LIABILITY FOR ANY ADVERTISING CREATIVE OR PRINTING COSTS, ADMINISTRATIVE COSTS, AND/OR CONSEQUENTIAL, INDIRECT, INCIDENTAL, PUNITIVE, SPECIAL OR EXEMPLARY DAMAGES WHATSOEVER, INCLUDING WITHOUT LIMITATION, DAMAGES FOR LOSS OF PROFITS, BUSINESS INTERRUPTION, LOSS OF INFORMATION AND THE LIKE.

#### H. Trademarks

The titles and logos of the Service Published or used by Bon Appétit are registered trademarks and/or trademarks protected under common law. Neither the titles nor the logos may be used without the express written permission of Bon Appétit.

#### I. Warranties; Indemnification

Advertiser and its Agency, if there be one, each represent and warrant that: (i) Advertiser's and third parties' websites, mobile sites, applications, e-mail campaigns and any other services that are associated with advertising purchased by Advertiser or Agency shall contain all necessary consumer disclosures required by applicable federal, state and local laws, rules and regulations, including, but not limited to, a conspicuous link to a clear, accurate, and up-to-date Privacy Policy that: (a) discloses (1) the usage of third party technology; (2) the participation of third party service providers; and (3) the data collection and usage by such service providers and from such third party technology; and (b) complies with all applicable privacy laws, rules and regulations; (ii) it will not merge personally identifiable information with information previously collected as nonpersonally identifiable without robust notice of, and the end-user's prior affirmation (i.e., "opt-in") consent to, that merger; and (iii) any advertising or other material (including, but not limited to, product samples) submitted by Advertiser or Agency, and/or created by Bon Appétit on behalf of Advertiser or Agency, and any material to which such advertisement or other material links or refers, complies with all applicable laws, rules and regulations and does not and will not violate the personal or proprietary rights of, and is not harmful to, any person, corporation or other entity. (Advertiser understands that although the intended audience of the Service is primarily in North America, the Service may be accessible and/or have incidental physical distribution throughout the world.) As part of the consideration to induce Bon Appétit to Publish such advertisement, Advertiser and its Agency, if there be one, each agrees jointly and severally to defend, indemnify and hold harmless Bon Appétit, its parent, subsidiaries and affiliates, and each of their officers, directors, members, employees, contractors, licensees, agents, representatives, successors and assigns against any and all liability, loss, damage, and expense of any nature, including attorneys'

fees (collectively, "Losses") arising out of any actual or potential claims for libel, invasion of privacy, harm, copyright, patent, or trademark infringement, and/or any other actual or potential claims or suits that may arise out of (a) the copying, printing, publishing, displaying, performing, distributing or transmitting of such advertisement; (b) any violation of the CAN-SPAM Act or other laws relating to Advertiser's advertisements, including, but not limited to, commercial messages e-mailed on Advertiser's behalf by Bon Appétit; (c) the loss, theft, use, or misuse of any credit/debit card or other payment, financial, or personal information; (d) the products and/or services promoted, sold, presented and/or contained in Advertiser's advertisements; and/or (e) a breach or alleged breach of its covenants, warranties and obligations under these advertising rate card contract terms and conditions. If the Bon Appétit participated in the creation of an advertisement, the Bon Appétit will indemnify Advertiser in connection with potential claims relating thereto only to the extent it has agreed to do so in writing.

## J. Responsibility for Payment of Advertising Bills

In the event an order is placed by an Agency on behalf of Advertiser, such Agency warrants and represents that it has full right and authority to place such order on behalf of Advertiser and that all legal obligations arising out of the placement of the advertisement will be binding on both Advertiser and Agency. Advertiser and its Agency, if there be one, each agrees to be jointly and severally liable for the payment of all bills and charges incurred for each advertisement placed on Advertiser's behalf. Advertiser authorizes Bon Appétit, at its election, to tender any bill to Agency, and such tender shall constitute due notice to Advertiser of the bill and such manner of billing shall in no way impair or limit the joint and several liability of Advertiser and Agency. Any bill tendered by Bon Appétit shall constitute an account stated unless written objection thereto is received by Bon Appétit within ten (10) days from the rendering thereof. Payment by Advertiser to Agency shall not discharge Advertiser's liability to Bon Appétit. The rights of Bon Appétit shall in no way be affected by any dispute or claim between Advertiser and Agency. Advertiser and Agency agree to reimburse Bon Appétit for its costs and attorneys' fees in collecting any unpaid advertising charges. Advertiser confirms that it has appointed Agency, if one is specified, to be its authorized representative with respect to all matters relating to advertising placed on Advertiser's behalf with the understanding that Agency may be paid a commission.

#### K. No Assignment of Advertising

Advertiser and its Agency may not use any advertising space either directly or indirectly for any business, organization, enterprise, product, or service other than that for which the advertising space is provided by Bon Appétit, nor may Advertiser or Agency authorize any others to use any advertising space.

#### L. Republication of Advertisements

Advertiser and Agency agree that any submitted advertisements Published in a Bon Appétit Service, may, at Bon Appétit's option, be republished, re-performed, retransmitted, archived or otherwise reused by Bon Appétit or its agents in any form in whole or in part in all media now in existence or hereafter developed, whether or not combined with material of others. The copyright in any advertisement created by Bon Appétit is owned by Bon Appétit and may not be otherwise used by Advertiser or third parties without Bon Appétit's prior written consent.

Bon Appétit's Magazine and Digital Edition rates contained in advertising orders that vary from Bon Appétit's published rates shall not be binding on Bon Appétit and the advertisements ordered may be inserted and charged for at the actual schedule of Bon Appétit's applicable published rates. Bon Appétit's Magazine and Digital Edition rates and units of space are effective with the January 2014 issue. Announcement of any changes in such rates will be made thirty (30) days in advance of the closing date for the first issue affected by such new rates. Advertising in issues thereafter will be at the rates then prevailing. Rates for Bon Appétit's Websites, Emails and non-Digital Edition applications (i.e., Bon Appétit's applications other than Digital Editions) contained in advertising orders that vary from the rates established by Bon Appétit for Advertiser shall not be binding on Bon Appétit and the advertisements ordered may be inserted and charged for at the actual schedule of rates. Announcement of any changes in Bon Appétit's rates for its Websites, Emails and/or non-Digital Edition applications will be made thirty (30) days in advance of the first advertisements affected by such new rates. Advertisements Published thereafter will be at the Bon Appétit's applicable rates then prevailing.

#### N. Rate Base Guarantees

Rate base guarantees for Bon Appétit's Magazines and Digital Editions are made on an annual twelve month average.

#### O. Terms of Sale

An agency commission of fifteen percent (15%) will be allowed for recognized agencies. Payment for all advertising and services is due thirty (30) days from the date of invoice. All advertising production fees (if any) shall be billed and are immediately due in full within the first month of the advertising campaign. Interest may, at Bon Appétit's discretion, be charged at a rate of 1.5% per month on past due balances. Bon Appétit may at its option require cash in advance or otherwise change payment terms.

#### P. Choice of Law and Forum

All issues relating to advertising will be governed by the laws of the State of New York applicable to contracts to be performed entirely therein. Any action brought by Advertiser against Bon Appétit relating to advertising must be brought in the state or federal courts in New York, New York. The parties hereby consent to the jurisdiction of the state or federal courts in New York, New York in connection with actions relating to advertising, including, but not limited to, actions to collect amounts due for advertising.

#### Q. Disclaimer

BON APPÉTIT DISCLAIMS ALL WARRANTIES AND/OR GUARANTEES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES FOR NONINFRINGEMENT, ACCURACY, AVAILABILITY, UPTIME, MERCHANTABILITY AND/OR FITNESS FOR ANY PARTICULAR PURPOSE IN CONNECTION WITH THE DISPLAY, PERFORMANCE AND TRANSMISSION OF ADVERTISEMENTS ON BON APPÉTIT'S SERVICES. Without limiting the generality of the foregoing, Bon Appétit disclaims all warranties and guarantees with respect to its Services, including, without limitation, warranties and/or guarantees relating to: (a) the positioning or placement of advertisements on the Services, (b) advertising results on the Services; and (c) the accuracy of audience data, including, but not limited to, audience demographic data, audience

size/reach data, etc. with respect to the Services.

#### R. Entire Agreement

The foregoing terms and conditions (and the Additional Terms set forth below) shall govern the relationship between Bon Appétit and Advertiser and/or Agency. Bon Appétit has not made any representations to Advertiser or Agency that are not contained herein. Unless expressly agreed to in writing and signed by an officer or senior executive of Bon Appétit, no other terms or conditions in contracts, orders, copy, or otherwise will be binding on Bon Appétit. Failure by Bon Appétit to enforce any of these provisions shall not be considered a waiver of such provision.

#### ADDITIONAL TERMS AND CONDITIONS

#### APPLICABLE TO BON APPÉTIT'S WEBSITES, APPS AND EMAILS

For the purpose of clarification, the terms and conditions set forth in Sections A through R above apply to all advertisements Published in any Bon Appétit Service. In addition, the following terms and conditions set forth in Sections S through Y below ("Additional Terms") shall apply to all advertisements Published on Bon Appétit's Websites, Apps and Emails as provided below. To the extent the Additional Terms directly conflict with or are inconsistent with Sections A through R above, the Additional Terms shall govern with respect to Bon Appétit's Websites, Apps and Emails.

#### S. Impression Guarantees and Calculations

Bon Appétit makes no guarantee or representation as to the quantity and/or quality of visits, impressions, circulation, or other usage of Bon Appétit's Websites, Apps or Emails or of the advertisement, or as to the use of any particular tracking or information-gathering devices, unless Bon Appétit expressly agrees otherwise in writing. Advertiser and Agency acknowledge and agree that advertisements and ad impressions Published on Bon Appétit's Websites, Apps and/or Emails may be viewed by end users located in and/or outside the United States. In addition, all impressions and/or other measurements of advertisements for Bon Appétit's Websites, Apps and Emails shall be based solely on Bon Appétit's calculations for its Websites, Apps and Emails. Unless otherwise agreed to in writing by Bon Appétit, Bon Appétit will bill for the advertising on Bon Appétit's Websites based on such Websites' own ad delivery numbers ("DFP numbers"); and, if applicable, Bon Appétit has the right to bill for advertising in Bon Appétit's Apps and Emails based on its DFP numbers. In the event Bon Appétit and Advertiser agree in writing that certain ads will be billed based on ad delivery numbers other than the applicable Website's (and/or Apps' or Emails') own DFP numbers (i.e., third party numbers), Bon Appétit will bill for such ads based on such third party numbers as long as the delivery discrepancy from third party numbers and DFP numbers is less than ten percent (10%). In the event that a difference of ten percent (10%) or more arises, both Bon Appétit and Advertiser/Agency agree to use reasonable efforts to reconcile the difference and come to a mutually agreed upon solution. If an agreement cannot be reached or if Advertiser fails to provide its third party ad delivery numbers within ten (10) business days after the end of each month of its ad campaign, Bon Appétit reserves the right to bill Agency/Advertiser at a delivery rate of ninety percent (90%) of DFP numbers. To the extent Bon Appétit fails to provide Advertiser with the number of impressions guaranteed (if applicable) on its Websites, Apps or Emails, Bon Appétit will provide as a sole remedy a make-good, by extending the order beyond the contracted advertising flight period until the remainder of the guaranteed impressions are delivered. For purposes of clarification, Advertisers that request a special billing

schedule or an upfront bill will not receive refunds/adjustments in the case of under-delivery of guaranteed impressions (if applicable).

#### T. Errors in or Omissions of Advertisements

In the event of Bon Appétit's errors in or omissions of any advertisement(s) on its Websites, Apps or Emails (including, but not limited to, errors or omissions involved in converting Advertiser's ads into an App), Bon Appétit's sole liability shall be limited to a credit of the amount paid attributable to the space of the error/omission (in no event shall such credit exceed the total amount paid to Bon Appétit for the advertisement), and Bon Appétit shall have no liability unless the error/omission is brought to the Bon Appétit's attention no later than 5 days after the advertisement is first Published. However, if a copy of the advertisement was provided or reviewed by Advertiser, Bon Appétit shall have no liability. In no event will Bon Appétit have any liability for errors in key numbers.

#### U. Restrictions on Advertiser's Ability to Cancel Advertising Orders

Orders for all advertising units on Bon Appétit's Websites, Emails and non-Digital Edition applications are non-cancellable less than thirty (30) days prior to the start of advertising campaign. In any event, Advertiser will be responsible for the cost of any work performed or materials purchased on behalf of Advertiser, including the cost of services.

#### V. Additional Advertiser Warranties; Indemnification

In addition to the warranties set forth in Section I above, Advertiser and its Agency, if there be one, each represent and warrant that: (i) none of the advertisements, ad tags (if any) or any other materials provided to Bon Appétit for display on its Websites, Apps or Emails cause the download or delivery of any software application, executable code, malware, any virus or malicious or social engineering (e.g., phishing, etc.) code or features; and (ii) it will not conduct or undertake, or authorize any third party to conduct or undertake, any unlawful or improper actions in connection with the Websites, Apps or Emails, including, but not limited to, generating automated, fraudulent or otherwise invalid clicks or impressions on Bon Appétit's Websites, Apps or Emails, or collecting data contrary to applicable laws or regulations or Bon Appétit's Privacy Policy and/or these terms and conditions or Bon Appétit's Third Party Data Collection Policy (referenced in Section Y below); and (iii) it will comply with all applicable self regulatory behavioral targeting principles, including, but not limited to, the Digital Advertising Alliance and Network Advertising Initiative self regulatory behavioral targeting principles. In addition to the indemnification obligations of Advertiser/Agency set forth in Section I above, Advertiser and its Agency, if there be one, each agrees jointly and severally to defend, indemnify and hold harmless Bon Appétit, its parent, subsidiaries and affiliates, and each of their officers, directors, members, employees, contractors, licensees, agents, representatives successors and assigns against any and all Losses (as defined in Section I above) that may arise from or relate to: (a) the linkage of any advertisement on Bon Appétit's Service to other material; or (b) a breach or alleged breach of Advertiser's warranties set forth in this Section V.

#### W. Additional Disclaimer

In addition to the disclaimers set forth in Section Q above, and without limiting the generality of the

foregoing disclaimers, Bon Appétit disclaims all warranties and guarantees with respect to its Websites, Apps and Emails, including, without limitation, warranties and/or guarantees relating to: (a) the availability, uptime and delivery of any impressions and/or advertisements on any of Bon Appétit's Websites, Apps or Emails; and (b) the quantity, quality or frequency of clicks or click-through rates of advertisements on the Websites, Apps and Emails. Advertiser acknowledges that third parties other than Bon Appétit may generate automated, fraudulent or otherwise invalid/improper impressions, conversions, inquiries, clicks or other actions on Advertiser's advertisements displayed on Bon Appétit's Websites, Apps or Emails. As between Advertiser and Bon Appétit, Advertiser accepts the risk of any such improper actions. Advertiser's exclusive remedy for such suspected improper actions is for Advertiser to request a refund relating to its impacted advertisements in the form of advertising credits on the applicable Website, App or Emails within thirty (30) days from the end of the calendar month in which such advertisement is initially displayed on the applicable Website, App or Emails. Any advertising credit refunds in connection with the Advertiser's aforementioned requests are within the sole discretion of Bon Appétit.

#### X. CAN-SPAM

Advertiser and Agency understand that advertisements and/or other commercial messages sent on its behalf by Bon Appétit via Email may be governed by federal, state and local laws, rules and regulations, including without limitation the Controlling the Assault of Non-Solicited Pornography and Marketing Act of 2003 and any acts related thereto, and including the interpretations thereof by the FTC or other governmental authorities (collectively, the "CAN-SPAM Act") and state "Do Not E-mail" registries. Advertiser agrees to comply with all such applicable laws, rules and regulations. Without limiting the generality of the foregoing, Advertiser shall fulfill all obligations of a "Sender" as specified in the CAN-SPAM Act, unless Bon Appétit agrees in writing to be designated as the "Sender". In either case, Advertiser agrees to comply with Bon Appétit's policies intended to comply with the CAN-SPAM Act.

#### Y. Data Collection

To the extent Advertiser and/or Agency collects or obtains data from any Bon Appétit owned or operated Service, whether collected or received via an advertising unit, widget, pixel tag, cookie, clear gif, HTML, web beacon, script or other data collection process, including without limitation "clickstream" or "traffic pattern" data, or data that otherwise relates to usage of the Service, user behavior, and/or analytics, Advertiser and/or Agency is subject to the then-current version of Bon Appétit's Third Party Data Collection Policy, which is incorporated herein by reference (a copy of which is available upon request).

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**Updated: November 2013** 

# **Editorial Calendar / Special Issues**

#### **Editorial Calendar**

Issue	Description	Close	On Sale
January	The Cooking School Issue	11/1/13	12/25/13
February	Winter Comfort	12/3/13	1/22/14
March	Food & Culture	1/2/14	2/19/14
April	The Spring Awakening Issue	2/1/14	3/26/14
May	The Travel Issue - Food Lovers Adventures	3/1/14	4/23/14
June	The Summer Kickoff Issue	4/1/14	5/21/14
July	The Grilling Issue - Global Grilling	5/1/14	6/25/14
August	The Summer Bounty Issue	6/3/14	7/23/14
September	The Restaurant Issue	7/1/14	8/20/14
October	Home Entertaining	8/1/14	9/24/14
November	The Thanksgiving Issue	9/3/14	10/22/14
December	The Holiday Issue	10/1/14	11/19/14

## Updated: 09/12/2013

Insert due dates vary from the material close deadlines listed above and will be provided separately.

<sup>\*</sup> Editorial Calendar Subject to Change