

# Bloomberg Businessweek

## Terms & Conditions



### Bookings

1. The placing with Bloomberg Businessweek ("Publisher") of a booking for the insertion of an advertisement within Publisher's Bloomberg Businessweek magazine (the "Magazine") will amount to acceptance of these Terms and Conditions (the "Conditions") by the party placing the booking ("Buyer"). Any other conditions applicable to this arrangement shall be deemed null and void to the extent they are inconsistent with the Conditions. In these Conditions the "Advertiser" means the legal person either advertising the products or services promoted in the Advertisement or making the announcement contained in it.
2. The Buyer contracts with the Publisher as principal.
3. If the Buyer is acting as the advertising agency or media buyer for the Advertiser or in some other representative capacity, the Buyer warrants that it is authorized by the Advertiser to place the Advertisement with the Publisher and will indemnify the Publisher against any claim made by the Advertiser against the Publisher arising from its publication.

### Acceptance of Advertisements

4. The Publisher reserves the right to decline or cancel any advertisement at any time without liability to Advertiser or Buyer.
5. Advertisements which, in the sole and absolute judgment of the Publisher, create the impression that they are Bloomberg Businessweek editorial material will be declined. The word "ADVERTISEMENT" in 12 point Arial font shall be printed at the top of the advertisements that in any way resemble general editorial material.
6. The Advertiser and its advertising agency, jointly and severally, agree to indemnify, defend, and save harmless the Publisher, its affiliates, and its and their employees, and agents from any claims, actions, expenses, costs (including legal costs) or losses based on or arising out of anything contained in such advertising, including, without limitation, the unauthorized use of any intellectual property, any person's name or photograph or copyrighted material, obscene language, libelous statements, invasion of privacy, or anything unlawful in connection with advertising purchased according to the terms laid out in this document.
7. The Buyer represents and warrants that the Advertisement complies with all national and international legal and regulatory requirements and codes of practice (whether voluntary or obligatory), in all jurisdictions in which the Advertisement will appear.
8. To the full extent permitted by law, the Publisher will not be liable for any loss or damage, whether direct or indirect, including consequential loss or any loss of profits or similar loss, in contract or tort or otherwise, relating to the Advertisement, the applicable insertion order, or these Conditions or any error in the Advertisement or any failure of the Advertisement to appear for any cause whatsoever.
9. The Publisher is not liable for the failure to publish or circulate any part of an issue or issues because of, without limitation, acts of God, strikes, work stoppages, national emergencies, or circumstances beyond Bloomberg Businessweek's control.
10. All advertising position clauses on insertion orders are treated as requests. Since editorial requirements change as issue production progresses, the publisher cannot guarantee specific editorial positioning requests. Advertisers are guaranteed a three page competitive separation in the global edition.

### Advertising Rates and Payment Terms

11. Rate Protection: Proper notification will be given of any rate change. Space orders may be canceled at any time once the change in rate becomes effective without incurring a short-rate adjustment on space already run, provided the frequency specified in the contract has been used on a pro rata basis up to the date of the last insertion.
12. Payment in full for each insertion must be made upon receipt of the invoice. The Publisher reserves the right to suspend insertion of Advertisements where the relevant Buyer is in arrears. The Buyer must pay for the advertisement irrespective of whether the Buyer has been paid by the Advertiser in respect thereof.
13. The Publisher reserves the right to require that a pre-payment, bank guarantee or other collateral security is furnished as a condition of accepting any booking.
14. If a cancellation results in an Advertiser failing to reach agreed insertion levels to qualify for a frequency discount, the Advertiser will lose the right to such discount on all previous insertions and will be invoiced by the Publisher accordingly.
15. The Advertiser and the advertising agency shall be jointly and severally liable for all payments due the publisher for advertising space or productions charges.
16. Bloomberg Businessweek will not extend credit for advertising orders or space reservations that claim sequential liability.

### Basis For Rates

17. Rates are based on the frequency of insertions and / or dollar volume contracted for and used within a 12-month period (or more depending on the contract) from the date of the first insertion. Short rates and rebates apply.
18. Advertising schedules composed of mixed space units or mixed editions are entitled to standard discounts except when the use of either smaller units or smallest units lowers the total cost of the campaign below the amount of the largest units /editions taken alone would cost.
19. Advertisers earning a joint rate must agree to the same contract period.
20. Agency Commission. Fifteen percent (15%) of the gross charges (excluding production charges). Bills are rendered on or before publication issue date and are payable on receipt. Cash discount: none.

### Miscellaneous

21. The Publisher shall be entitled to reproduce, republish and distribute the Advertisement in any medium (print, electronic or otherwise), and as part of any service, in which Bloomberg Businessweek is published or made available under license from the Publisher and including part of any press-cuttings service.
22. A ten percent (10%) margin should be allowed in the circulation of the regional and metro editions.
23. Contact your Bloomberg Businessweek account manager with any questions.