

CASEY AND KYLE™

2020 MAGAZINE ADVERTISING TERMS AND CONDITIONS

Casey and Kyle solicits advertisements that we feel will be relevant to our readers.

The following general terms and conditions govern advertising in the U.S. print edition of *Casey and Kyle* magazine published by Casey and Kyle Inc. and its affiliates (collectively, referred to herein as the “Publisher”).

1. Hi resolution jpeg or PDF (minimum 300 dpi) will be accepted. All ads are full page (8.375x10.75 – 8.5x11 with bleed). Press-ready files can be submitted via email to sponsor@caseyandkyle.com.
2. A three issue up-front payment is required to qualify for multi-issue discount rate. Ad rates subject to increases as circulation grows. We allow advance payment for up to three consecutive issues and any issues where the ads have been pre-paid will not be affected by ad rate increases. Invoices are rendered at the time that ad placement is requested. Payments are due within 30 days of the invoice date or 10 days prior to the issue close date (whichever is sooner).
3. Rates are based on a mix of direct circulation (distributed by schools to students) and limited newsstand sales through independent retailers, as specified in each magazine’s current Rate Card. Announcement of any change in rates and/or circulation rate base will be made in advance of a magazine’s advertising sales close date of the first issue to which such rates and/or circulation rate base will be applicable. The close date for the next issue is posted online on the advertise page of caseyandkyle.com. Magazines are circulated shortly afterward, however individual schools have their own schedule for delivery. Circulation is calculated each issue and in the event that circulation falls below the level stated in the rate card, Advertisers will be given “make goods” as mutually agreed upon between Advertiser/Publisher.
4. In the event that Casey and Kyle publishes a digital edition, said edition will be presented as a digital replica of the print version, which is an exact reproduction of the design and content of the print version of the magazine. Certain non-standard types of advertisements (including, but not limited to scent strips, die-cuts, and business reply cards) may not have the same level of functionality and/or may not be included in a digital edition).
5. Advertisers may not cancel orders for, or make changes in, advertising after the closing dates of the magazines.

6. The Publisher is not responsible for errors or omissions in any advertising materials provided by the advertiser or its agency (including errors in key numbers) or for changes made after closing dates.

7. The Publisher may reject or cancel any advertising for any reason at any time. Advertisements simulating a magazine's editorial material in appearance or style or that are not immediately identifiable as advertisements are not acceptable.

8. All advertisements, including without limitation those for which the Publisher has provided creative services, are accepted and published in the magazines subject to the representation by the agency and advertiser that they are authorized to publish the entire contents and subject matter thereof in all applicable editions, formats and derivations of the magazines and that such publication will not violate any law, regulation or advertising code or infringe upon any right of any party. In consideration of the publication of advertisements, the advertiser and agency will, jointly and severally, indemnify, defend and hold the Publisher harmless from and against any and all losses and expenses (including, without limitation, attorney's fees) (collectively, "Losses") arising out of the publication of such advertisements in all applicable editions, formats and derivations of the magazines, including, without limitation, those arising from third party claims or suits for defamation, copyright or trademark infringement, misappropriation, unfair competition, violation of the Lanham Act or any rights of privacy or publicity, or any unfair commercial practice or misleading advertising or impermissible comparative advertising or from any and all claims or regulatory breaches now known or hereafter devised or created (collectively "Claims"). Publisher does not provide contest or sweepstakes management services, email design or distribution or other promotional services in connection with an advertising commitment by advertiser.

9. In consideration of the Publisher's reviewing for acceptance, or acceptance of, any advertising for publication in any of the magazines, the agency and advertiser agree not to make promotional or merchandising reference to any of the magazines in any way without the prior written permission of the Publisher in each instance.

10. No conditions, printed or otherwise, appearing on contracts, orders or copy instructions which conflict with, vary, or add to these Terms and Conditions or the provisions of each magazine's Rate Card will be binding on the Publisher and to the extent that the Terms and Conditions contained herein are inconsistent with any such conditions, these Terms and Conditions shall govern and supersede any such conditions.

11. The Publisher has the right to insert the advertising anywhere in the magazines (in print or digital editions) at its discretion, and any condition on contracts, orders or copy instructions involving the placement of advertising within an issue of any magazine (such as page location, competitive separation or placement facing editorial copy) will be treated as a positioning request only and cannot

be guaranteed. The Publisher's inability or failure to comply with any condition shall not relieve the agency or advertiser of the obligation to pay for the advertising.

10. The Publisher shall not be subject to any liability whatsoever for any failure to publish or circulate all or any part of any issue(s) of the magazines because of strikes, work stoppages, accidents, fires, acts of God or any other circumstances not within the control of the Publisher.

11. Agency commission (or equivalent): up to 15% (where applicable to recognized agents) of gross advertising charges after earned advertiser discounts.

12. All pricing information shall be the confidential information of the Publisher and neither advertiser nor agency may disclose such information without obtaining the Publisher's prior written consent.

13. Any and all negotiated advertiser discounts are only applicable to and available during the period in which they are earned. Rebates resulting from any and all earned advertiser discount adjustments must be used within six months after the end of the period in which they were earned. Unused rebates will expire six months after the end of the period in which they were earned.

14. Neither creative fees nor special advertising print production premiums earn any discounts or agency commissions.

15. Publisher reserves the right to modify these terms and conditions.

These Advertising Terms and Conditions were issued February 3, 2020.