

AD SPECIFICATIONS

PAGE UNIT	BLEED	NON BLEED	TRIM	SAFETY
Spread	16½" x 10¾"	15" x 9⅝"	16" x 10½"	15¼" x 9¾"
Full Page	8¼" x 10¾"	7" x 9⅝"	8" x 10½"	7¼" x 9¾"
⅔ Page	5¼" x 10¾"	4½" x 9⅝"	4⅞" x 10½"	4⅞" x 9¾"
½ Pg. Digest	5¼" x 8"	4½" x 7¼"	4⅞" x 7¾"	4⅞" x 7"
½ Pg. Horiz.	8¼" x 5⅜"	6⅞" x 4¾"	8" x 5⅞"	7¼" x 4⅜"
½ Pg. Vertical	4⅞" x 10¾"	3⅞" x 9⅝"	3¾" x 10½"	3" x 9¾"
⅓ Pg. Vertical	3" x 10¾"	2⅞" x 9⅝"	2¾" x 10½"	2" x 9¾"
⅓ Pg. Square	5¼" x 5⅜"	4½" x 4¾"	5" x 5⅞"	4¼" x 4⅜"
⅓ Pg. Vertical	N/A	2⅞" x 4¾"	N/A	N/A
Covers	8¼" x 10¾"	7" x 9⅝"	8" x 10½"	7¼" x 9¾"

DISCOUNTS

FREQUENCY DISCOUNTS Frequency discounts are based on the number of insertions, ¼ of a page or larger, during a 12-month contract year. National or regional insertions in the same or different editions of one issue will each contribute to frequency. A spread will count as two units of frequency. Specially priced advertorial and “special issue” units do not contribute to or earn frequency discounts. Advertisers who have received approval from FOOD & WINE to be billed at an anticipated frequency are subject to short rates if their advertising level(s) fall short of that frequency.

SHOPPING À LA CARTE Shopping à la Carte ads cannot earn special discounts or be combined with display ads for frequency discounts. Shopping à la Carte ads must be prepaid.

MAXIMUM DISCOUNT The maximum discount that may be earned by an advertiser in a contract year, based on frequency, consecutive pages, special discounts or any combination thereof, is 30%. Any combination of discounts must be taken consecutively, not cumulatively.

SPECIAL DISCOUNTS The following categories earn a 20% discount, which is taken off the one-time or earned rate: Mail Order, Publisher’s, Retail and Media.

CHARITY DISCOUNT Nonprofit organizations are entitled to a 20% discount for each insertion. No other discounts will apply.

UNUSED DISCOUNTS AND CREDITS All discounts and credits must be used within the 12-month period in which they are earned; otherwise, they expire.

NO RATE HOLDERS National and regional display advertising schedules may be combined to earn a frequency discount, except when the use of less-expensive space reduces the total cost of the campaign below the amount that would result from using the more-expensive units’ cost at their earned rates.

SUPPLIED INSERTS AND CARDS Supplied inserts will not earn, but will contribute toward, frequency discounts. Special discounts, however, will apply to supplied cards.

PRODUCTION PREMIUMS Special advertising production premiums do not earn any discounts or agency commission.

COMMISSION 15% of gross advertising charges to recognized agents.

PAYMENT TERMS Net 30 days. International accounts that are invoiced to addresses outside the U.S. must pay by wire transfer in U.S. dollars.

TERMS AND CONDITIONS

The following are certain general terms and conditions governing advertising published in the U.S. print and digital editions of FOOD & WINE Magazine (the “Magazine”) published by American Express Publishing Corporation (the “Publisher”).

1. Rates are based on average total audited circulation, effective with the issue dated January 2013. Announcement of any change in rates and/or circulation rate base will be made in advance of the Magazine’s advertising sales close date of the first issue to which such rates and/or circulation rate base will be applicable. The Magazine Rate Card specifies the publication schedule of the Magazine, and its on-sale dates.
2. The Magazine is a member of the Alliance for Audited Media (the “AAM”). Total audited circulation is reported on an issue-by-issue basis in publisher’s statements audited by the AAM. Total audited circulation for the Magazine is comprised of paid plus verified plus analyzed non-paid.
3. An advertiser running a full-run 1/3rd page or greater qualifying advertisement in the Magazine will automatically run in the print and digital edition of the Magazine, unless the advertiser explicitly opt-outs in writing of running in the digital edition, either on the insertion order or via email, by no later than the ad close date. In the event the advertiser opts-out of running in the digital edition of the Magazine for any reason other than legal or regulatory considerations that advertiser reasonably believes would prevent the advertisement from running in the digital edition, such advertiser’s ad placement will no longer be deemed a “full-run” buy, and the advertiser would therefore not be entitled to the benefits of advertising on a full-run basis (by way of example and not limitation, the advertisement would not be eligible for IBIT credits and may not be considered for premium placement). Certain advertisements that are not standard full-page run-of-book advertisements may not qualify to run in the digital version, including but not limited to, advertisements with coupons, scented units, non-standard fractionals and business reply cards. Please consult the Magazine publisher for details. If an advertiser elects to opt-out of the digital edition, such opt-out will apply to all devices and platforms. Qualifying advertisements running in the digital edition of the Magazine will automatically run in a “straight from print format”. If an advertiser wishes to include its qualifying advertisement in the digital edition in a format other than “straight from print” (i.e., straight from print combo (for those publications that have portrait and landscape orientations), designed for tablet or enhanced for tablet), it must so indicate prominently on the insertion order by the ad close date. See below for definitions of such formats. With respect to qualifying advertisements in a straight from print format, if a URL exists in the print creative, such URL shall be automatically activated unless advertiser notifies Publisher otherwise in writing; if the print creative has multiple URLs, Publisher shall activate the brand’s main URL unless notified otherwise in writing. With respect to qualifying advertisements in a “designed for tablet” format, if such advertising creative contains one URL, Publisher shall automatically activate that URL; if the advertisement contains more than one URL, Publisher shall activate the brand’s main URL.
4. National advertisements that are less than a full-page but equal to or greater than 1/3 page that are running the digital edition of the Magazine will be framed by white space unless they are upgraded to a full page. Please consult the Magazine publisher for details regarding the opportunity to upgrade such advertisement.
5. Advertisers may not cancel orders for, or make changes in, advertising after the closing dates of the Magazine.
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 the 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 Publisher has provided creative services, are accepted and published in the Magazine 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 Magazine 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 Magazine, 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”). In the event the Publisher has agreed to provide contest or sweepstakes management services, email design or distribution or other promotional services in connection with an advertising commitment by advertiser, all such services are performed upon the warranty of the agency and advertiser that they will, jointly and severally, indemnify and hold the Publisher harmless from and against any and all Losses arising out of the publication, use or distribution of any materials, products (including, without limitation, prizes) or services provided by or on behalf of the agency or advertiser, their agents and employees, including, without limitation, those arising from any Claims.
9. In consideration of the Publisher’s reviewing for acceptance, or acceptance of, any advertising for publication in the Magazine, the agency and advertiser agree not to make promotional or merchandising reference to the Magazine 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 the 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 Magazine at its discretion, and any condition on contracts, orders or copy instructions involving the placement of advertising within an issue of the 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 will attempt to keep the same running order of advertisements in the digital edition as they appeared in the print edition, but the Publisher does not make any adjacency guarantees or other promises regarding competitive separation or the positioning of any advertisements in the digital edition. 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.
12. 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 Magazine because of strikes, work stoppages, accidents, fires, acts of God or any other circumstances not within the control of the Publisher.
13. Agency commission (or equivalent): up to 15% (where applicable to recognized agents) of gross advertising charges after earned advertiser discounts.
14. Invoices are rendered on or about the on-sale date of the Magazine. Payments are due within 30 days from the billing date. The Publisher reserves the right to change the payment terms to cash with order at any time. The advertiser and agency are jointly and severally liable for payment of all invoices for advertising published in the Magazine.
15. 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.
16. 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.
17. None of creative fees, special advertising print production premiums, digital edition upgrade fees or DFT or EFT production fees earn any discounts or agency commissions.
18. The Magazine is subject to Time Inc.’s standard 2013 issue-by-issue tally (IBIT) pricing system.
19. Publisher reserves the right to modify these terms and conditions.
20. For purposes of these terms and conditions, the following terms shall have the following meanings: (i) “straight from print” or “SFP” shall mean that the page on screen looks exactly like the advertisement appearing in the print edition; (ii) “straight from print combo” shall mean that the full page qualifying advertisement shall run in a SFP format in one view (portrait or landscape) and a DFT format in the other view; (iii) “designed for tablet” or “DFT” shall mean that the same creative has been resupplied and designed for optimal reading on the device and/or platform and is meant to be displayed at 100%; and (iv) “enhanced for tablet” or “EFT” shall mean an advertisement that has added enhancements and bonus content to transform the print content to more fully utilize the digital medium (e.g., hotspots, photo slide shows, video, audio, in-app browser, etc.).