

ORLANDO SENTINEL ADVERTISING INFORMATION

POLICIES & CONDITIONS

1. POSITION REQUESTS

Position requests will be entertained; however under no circumstance is position, either section of paper or position within section, guaranteed. Billing adjustments will not be made based on position.

2. ADVERTISING ACCEPTANCE

The Newspaper accepts advertising only by publishing it and reserves the right to edit, reject or cancel any copy for any reason. The Newspaper also reserves the right to alter any advertising material in order for the material to conform to the current mechanical specifications. Furthermore, the Newspaper reserves the right to reduce the size of any advertisement and still charge stated rates as long as the advertisement maintains the same proportion of the entire page. Subject to management approval, upside down copy will be accepted if in context with the ad. Sideways copy accepted only in full-page increments. Newspaper rates are based on column inch size rather than actual published size, which may be reduced related to the printing process.

3. PUBLISHING RIGHTS

The sole liability and obligation of the Newspaper for any failure to publish any advertisement or distribute any advertising insert shall be to refund any amount paid to the Newspaper for such advertisement or insert. The liability and obligation of the Newspaper for any other breach of these policies and conditions or any other act or omission of the Newspaper with respect to an advertisement or insert, including without limitation any mistake or error in a published advertisement or insert or untimely publication or distribution of an advertisement or insert, shall not exceed the cost of any such advertisement or insert charges by the Newspaper for distribution under the provisions hereof. In no event shall the Newspaper be liable to the Advertiser or to any other parties for any further damages of any kind arising from any breach of these policies and conditions or any advertising or insertion contract, written or oral, or act or omission of the Newspaper with respect to an advertisement or insert, including, but not limited to, direct, indirect, special, consequential, or punitive damages.

4. ERRORS & OMISSIONS

The Newspaper assumes no financial responsibility for errors or omissions in advertisements or pre-printed inserts. Adjustments for errors will be made in the form of advertising space in an amount equal to the erroneous advertisement. No allowances will be made for errors that do not materially affect the value of the advertisement. Credits for errors in advertisements materially affected by the error are allowed for the first insertion only. Notice of errors must be given in time for correction before additional insertions are made. The Newspaper will not be responsible for more than one incorrect insertion of an ad. Claims for error adjustments must be made within seven days of date of publication of ad. The Newspaper will not be responsible for errors in advertisements proofread but not corrected by Advertisers.

5. CLASSIFIED POLICIES

By placing classified advertising in the Newspaper in conformity with the contract and its policies and conditions, Advertiser assigns to the Newspaper, its successors and assigns, its interest to all copyrights of such classified advertising. The Newspaper licenses to the Advertiser any and all additional use of such classified advertising. Advertiser also agrees that the Newspaper shall have the right to publish such classified advertising in any media presently known or unknown, including but not limited to its electronic publications on the internet. The Newspaper reserves the right to change classification of classified advertisements to conform to the policies of the Newspaper.

6. CANCELLATIONS OR CORRECTIONS

The Newspaper is not responsible for errors involving orders, cancellations or corrections given verbally. Written or confirmation of orders, cancellations or corrections must be received prior to deadline. The Newspaper will insert and bill all orders not canceled prior to deadline. Advertising canceled after composition but before space is reserved will be charged cost of composition. Advertising canceled after space deadline will be charged at regular space rates.

7. ADVERTORIAL

The Newspaper will determine when advertising set to resemble news matter must carry the word "advertisement" at the top of the advertisement in 10-point type above each two columns of width. The Orlando Sentinel news headline type cannot be used nor can bylines be used. See the Contract & Copy Regulations page for additional requirements.

8. SCHEDULES

All advertising schedules must include a final run date.

9. CONTRACTS, RATES, ADJUSTMENTS

The Newspaper reserves the right to revise advertising rates and/or zones at any time.

10. COPY REVISIONS

Advertiser changes in copy/layout, if set as originally ordered, will be charged an additional amount to be determined by the Newspaper.

11. COLLECTIONS

Advertiser shall be liable for all costs incurred by the Newspaper in collecting past due accounts, to include a reasonable attorneys' fee whether or not suit is filed.

12. COPYRIGHTS

All property rights, including any copyright interest to any advertisements produced by *Orlando Sentinel* using artwork and/or typography furnished or arranged, shall be the property of *Orlando Sentinel*. No such advertisement or any part thereof may be reproduced without prior written consent of *Orlando Sentinel*. Advertiser grants the Newspaper an irrevocable, non-exclusive worldwide license to publish any and all advertising content created by the Advertiser or its agents or *Orlando Sentinel*, including but not limited to photographs, artwork, text, and graphics in any media, presently known or unknown, including but not limited to its electronic publications on the internet.

13. LAWFUL ADVERTISING

Advertiser warrants and represents that any material submitted to the Newspaper is original, does not violate any law, does not infringe the copyrights, trademarks, trade names, or patents of any person, does not constitute unfair competition and contains no matter which is libelous, an invasion of privacy or publicity, an unlawful appropriation of the name or likeness of, or is otherwise injurious to the rights of any person, and that Advertiser has obtained all necessary consents for publication prior to submission to the Newspaper. Advertiser assumes all liability for all content of advertisements (including but not limited to texts, representations, names, photographs, and illustrations) and agrees to indemnify and hold the Newspaper, its Publisher, and their agents and employees harmless against any and all liability, loss, and expense, including attorneys' fees, costs, and legal expenses in any tribunal, arising from claims for libel, unfair competition, infringements of trademarks, copyrights, and other proprietary rights, violations of rights of privacy or publicity, and any other claims of any nature arising from or attributable to the publication of any advertisement submitted by or on behalf of the Advertiser.

14. ACCEPTANCE OF RATES AND TERMS

Forwarding of an order is construed as an acceptance of all rates, policies and conditions in effect at time of publication including but not limited to those expressly set forth here. Failure to make order correspond in price or otherwise, with the rate card is regarded only as a clerical error and publication is made and charged at the rates and terms in effect at the time of publication without further notification.

15. ART WORK

Publisher is not responsible for advertising material after it has published. Furnished work may be reused if within 10 days of previous publication. If outside this time frame, artwork must be re-submitted. Changes cannot be made to camera ready art, electronically submitted art, or furnished negatives.

16. TAXES

Advertiser shall pay all applicable taxes, including state and local sales and use tax from this contract and all amounts paid or payable by *Orlando Sentinel* in discharge of the taxes. This provision shall survive the termination of the contract.

17. SET COPY

When publisher sets copy by request of Advertiser or Agency, charge will be for actual space occupied, even though it may be greater than size indicated on Advertiser's insertion form.

18. ORDER ACCEPTANCE

The Newspaper accepts orders for advertising space with the understanding that (a) the terms and conditions set forth above shall apply to all advertising ordered unless modified, superseded or otherwise altered by a written instrument signed by an authorized representative of the Newspaper and (b) the terms and conditions set forth above shall prevail over any inconsistent terms and conditions set forth in any order or contract form of any Advertiser or its advertising agency and (c) insertion orders containing disclaimers are not accepted.

19. BROKERING

The Orlando Sentinel does not accept any Advertising that contains more than a single local retailer. Multi-retailer advertising that is directly billed by the Orlando Sentinel to each individual business may be accepted. All proposed materials and content must be submitted to the newspaper in advance for approval. We reserve the right to reject any proposed multi-retailer advertising for any reason.

20. COUPONS

Manufacturer's coupons placed in a retail advertisement will be billed at the national rate unless coupons are redeemable at the individual retail outlet only. The address and following disclaimer must be carried within the borders of the national manufacturer's coupon: "Coupon good only at participating retail store" in no less than 10-point type. Retail outlets must have the product or products featured in the manufacturer's coupons available and in stock at their retail locations.

21. POLITICAL ADVERTISING

Political advertising copy must be paid for in advance of publication by campaign account. All copy must be submitted for approval. *Orlando Sentinel* reserves the right to refuse any copy. All advertisements must be labeled "Paid Political Advertising." By law, a disclaimer is required on all political advertising.

22. SEPARATE OFFERS

From time to time the Newspaper will provide Advertisers separate offers representing selected advertising opportunities. The terms and conditions set forth above shall relate to every and all such opportunities.

Retail Rates Policy

Retail rates are applicable only to advertising placed by qualified retail outlets located within the Orlando retail trading zone selling merchandise and/or services direct to customers. Separate rates are available for certain categories of advertising, including but not limited to movie studios, movie theaters, and travel.

All rates listed are based on black and white cost per column inch.

General Rates Policy

Anyone placing an advertisement who does not have a permanent retail outlet located within the Orlando retail trading zone selling merchandise and/or services direct to customers will be billed at the current General advertising rates. General Advertising will also be applied to the following types of business categories regardless of location: Financial, Package Goods, Airlines, Cruise lines, Tour Operators, Auto Rentals, Automotive Manufacturers and Dealer Associations, Insurance, Mail Order, Utilities, Gasoline & Oil Products, State and Federal Government Agencies, Telecommunications, Internet Service Providers, Manufacturers and Wholesalers. Further sub-categories are available upon request. In calculating lineage, revenue or frequency for contract fulfillment, the Newspaper shall include only advertising placed by and for the individual Advertiser.

Advertising identified as not qualifying for a Retail rate at the time of publication will be rerated to the appropriate General contract level.

Preprints Policy

Preprint distribution costs are based on a cost per thousand and are calculated based on preprint size (page count or weight), total quantity of distribution per single insertion, annual volume, contract level and any active special discount program that may apply.

The quantity of inserts required for each zip/zone distribution area is estimated prior to insertion date. Provided inserts meet specifications, the quantity of inserts charged per zip/zone area is calculated on actual preprints inserted provided inserts are within specifications. Spoilage of 3-5% is requested in addition to required preprint quantities but will not be charged unless inserted.

Receiving Deadlines

Sunday and TMC inserts, as well as **daily inserts that fall on a holiday**, should be scheduled to arrive **no earlier than 15 days and no later than 10 days** prior to insertion date. Inserts arriving less than 10 days prior to publication may not be distributed on date requested. **Daily inserts** should be scheduled to arrive **no earlier than 10 days and no later than 3 days** prior to insertion date. Inserts arriving less than 3 days prior to publication may not be distributed on the date requested.

Inserts that arrive **more than 15 days** prior to the insertion date for Sunday and TMC distributions or **more than 10 days** prior to the insertion date for daily distributions, will **not be accepted** for delivery. The shipper will have to **re-deliver** the inserts no earlier than the specified delivery dates. If inserts are received more than 15 days prior to insert date, the advertiser will be charged \$50.00 per month, per skid.