2020 ADVERTISING RATE CARD

TERMS & CONDITIONS 2020

I. DEFINITIONS

A. "Dollar Volume Discount" is determined by combining the dollar value of print and digital insertions in the Sports Business Journal plus sponsored content, Special Editions and any other paid advertising insertions. The period begins with the date of first insertion and must be completed within a 12-month period. Pre-inserted prints may also be included as part of your volume contract. Contracts guarantee the volume rate earned and ad space may also be included as part of your volume contract.

B. "Short Rate" is the difference between the rate charged on the contracted dollar volume and the higher rate based on the reduced dollar volume of advertising actually published and paid for.

II. TERMS AND CONDITIONS APPLICABLE TO ADVERTISING PLACED IN ANY PUBLISHER SERVICE

A. Publisher's Right To Reject, Cancel or Terminate Orders

Publisher reserves the right at its absolute discretion, and at any time, to cancel any advertising order or reject any advertising copy, whether or not the same has already been acknowledged, accepted and/or previously published, displayed, performed or transmitted (collectively referred to herein as "Published" or "Publish"), including, but not limited to, reasoning related to the content of the advertisement or any technology associated with the advertisement. In the event of such cancellation, rejection or removal by Publisher, 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 will apply.

In addition, Publisher 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. Publisher, at its absolute discretion, may terminate its relationship with Publisher 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 Publisher or Agency to pay each bill by its due date. Should Publisher terminate its relationship with Publisher and/or Agency, a Short Rate may apply and all charges incurred together in connection with Short-Rate charges shall be immediately due and payable. Furthermore, in the event Advertiser or Agency breaches, Publisher may, in addition to its other remedies, (a) cancel its recognition of Agency, thereby causing Agency to lose claim to any advertising that Publisher may thereafter pay for advertising at the open rate or at the earned rate(s) as applicable. Any merchandising program executed by Publisher 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 Dollar Volume discounts 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. Any portion of such advertising credits unused at the expiration of the foregoing six month period shall be expired and Publisher shall not have any further obligation to Advertiser and/or Agency with respect thereto.

C. Restrictions on Advertiser's Cancellation of Advertising Orders

No changes in orders or cancellations are accepted unless received before the specified closing dates, which vary by product and are set forth in Publisher's rate card and web site. No changes in orders or cancellations may be considered executed unless acknowledged in writing by Publisher. Orders not cancelled as of these closing dates will be billed, even though Advertiser fails to furnish copy, digital files or film. When change of copy or artwork is not received by the closing date, copy run in previous issues will be published. Should Publisher agree to cancel an existing work order, Advertiser will be responsible for the cost of any work performed or materials purchased on behalf of Advertiser, including the cost of any such work in progress or completed.

D. Advertising Positioning at Publisher'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 Publisher's sole discretion and in no event shall such approved restrictions or specifications relate to (i) the placement of ads on Third Party Services, or (ii) any user generated content on Publisher's Websites, Apps and/or Emails.

E. Labeling of Advertisements

Advertisements that simulate or resemble, or otherwise might not be distinguishable from, editorial content must be clearly identified and labeled "ADVERTISEMENT" or any other label as determined by Publisher at the top of the advertisement, and Publisher may, in its discretion, so label such material advertise otherwise distinguish the style and/or presentation of such material.

F. Inserts

An accurate copy of any furnished insert must be submitted to Publisher for review prior to the printing of the insert. Publisher's review and/or approval of such copy does not release or relinquish Advertiser/Agency from its responsibilities hereunder. Publisher 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 Publisher arising out of Advertiser and/or Agency's failure to deliver furnished inserts pursuant to Publisher's specifications. In the event that Publisher 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 Publisher's errors in or omissions of any advertisement(s), Publisher'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 Publisher for the advertisement), and Publisher shall have no liability unless the error/omission is brought to the Publisher'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, Publisher shall have no liability. In no event will Publisher have any liability for errors or omissions caused by force majeure or errors in key numbers. In the event of a suspension of print publication 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 Publisher, it is agreed that such suspension shall not invalidate any advertising agreement but a) will give Publisher the option to cancel any advertising agreement, or if Publisher does not do so, b) upon resumption of print publishing, the agreement shall be continued and Publisher will have no liability for any such additional charges or missed impressions caused by such suspension.

EVENT WILL PUBLISHER HAVE ANY LIABILITY FOR
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 Publisher, 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 any Service hereunder, may, at Publisher’s option, be republished, re-performed, re-transmitted or otherwise reused by Publisher 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 and/or content created for the payment of all bills and charges incurred 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 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 Publisher, nor may Advertiser or Agency authorize any others to use any advertising space.

Advertising Rates

Publisher’s Sports Business Journal rates contained in advertising orders that vary from the rates listed herein shall not be binding on Publisher and the advertisements ordered may be inserted and charged for at the actual schedule of Publisher’s applicable rates. Publisher’s Sports Business Journal rates and units of space are effective January 2020. Announcement of any changes in rates will be made thirty (30) days in advance of the closing date for the first issue affected by such new rates. Rates will be honored by Publisher until the current contract expires. Advertising rates are not contingent on Sports Business Journal reaching any circulation or readership level that may be represented in Sports Business Journal’s marketing materials.

Special Publications

Certain special publications produced and published by the Sports Business Journal carry special rates and are non-cancelable once an agreement is signed.

O. Payment

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 Publisher’s discretion, be charged at a rate of 1.5% per month on past due balances. Publisher may at its option require cash in advance with order or change payment terms.

R. Taxes

Advertiser/Agency agrees that it is solely responsible for any and all necessary payment of sales and use taxes or any other transactional taxes arising from this agreement and remittance of such taxes to Publisher. Advertiser/Agency will indemnify and hold Publisher harmless for any such taxes (and applicable interest, penalties, legal fees and costs) and will reimburse Publisher for any such liabilities incurred in connection with actions contemplated by this agreement to the extent Advertiser/Agency fail to pay and remit such taxes to Publisher.
S. Entire Agreement

The foregoing terms and conditions (and the Additional Terms set forth below) shall govern the relationship between Publisher and Advertiser and/or Agency. Publisher 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 Publisher, no other terms or conditions in contracts, orders, copy, or otherwise will be binding on Publisher. Failure by Publisher to enforce any of these provisions shall not be considered a waiver of such provision.

T. Credit and Invoicing

Credit amounts invoiced are at the sole discretion of SJ&I and may be adjusted or revoked at any time for any reason. All invoices are to be paid within 30 days unless other terms are explicitly stated. Failure to pay invoices in accordance with terms may result in revocation of credit, cancellation of orders, and payment activity being reported to credit agencies.

SJ&I engages third party collection agencies to pursue significantly delinquent accounts.

III. ADDITIONAL TERMS AND CONDITIONS APPLICABLE TO DIGITAL ADVERTISING PLACED ON PUBLISHER’S WEBSITES, APPS AND EMAILS THIRD PARTY SERVICES

The placement of digital advertising on any of Publisher’s Websites and Apps constitutes Publisher’s agreement to the following terms: (These terms and conditions may be modified from time to time by Publisher; additional terms and conditions set forth below) shall govern the relationship between Publisher and Advertiser and/or Agency, if there be one, each represent and warrant that: (l) none of the advertisements, ad tags (if any) or any other materials provided to Publisher for display on Third Party Services or its Websites, Apps or Emails cause the download or delivery of any software application, executable code, any virus or malicious or social engineering (e.g., phishing) code or features; (ii) it will not use, allow, or authorize any third party to conduct or undertake, any unlawful or improper actions in connection with the Third Party Services, Websites, Apps or Emails, including, but not limited to, generating automated, fraudulent or otherwise invalid clicks or impressions on Third Party Services or Publisher’s Websites, Apps or Emails, or collecting data contrary to applicable laws or regulations or Publisher’s Privacy Policy or any applicable Third Party Services’ Privacy Policy and/or these terms and conditions or Publisher’s Third Party Data Collection Policy (referenced in Section 5 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 II above, Advertiser and its Agency, if there be one, each agrees jointly and severally to defend, indemnify and hold harmless Publisher 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 II above) that may arise from or relate to: (a) the linkage of any advertisement on the Service to other material; or (b) a breach or alleged breach of Advertiser’s warranties set forth in this Section 3.

4. Additional Disclaimer

In addition to the disclaimers set forth in Section II above, and without limiting the generality of the foregoing, Publisher undertakes, and Advertiser and its Agency agrees to, with respect to any Publisher’s Websites, Apps and Emails, including, without limitation, warranties and/or guarantees relating to: (a) the availability, uptime and delivery of any impressions or advertisements on any Third Party Services and/or on any of Publisher’s Websites, Apps or Emails; (b) the quantity, quality or frequency of clicks or click-through rates of advertisements on the Third Party Services, Websites and/or Emails; (c) the viewability of any advertisements on any Publisher’s Websites, Apps and/or Emails; and (d) the prevention of end users’ uses or engagement of ad blocking technology on the