

# CAR AND DRIVER

## TERMS AND CONDITIONS

- Car and Driver, published by Hearst Communications, Inc., Hearst Magazines Division, will not be bound by any condition appearing on order blanks or copy instructions submitted by or on behalf of the Advertiser when such condition conflicts with any provision contained in Publisher's rate card or with its policies, regardless of whether or not set forth in the rate card.
- Publisher reserves the right to decline or reject any advertisement for any reason at any time without liability, even though previously acknowledged or accepted.
- Short Rates. Advertisers will be short-rated if the space upon which billings have been based is not used within the 12-month contract period.
- Agency commission: 15% to recognized agencies. Bills are rendered on publication date. Payment in U.S. currency required. Net due 30 days from invoice date. Interest will be charged at a rate of 1.5% per month or, if less, the maximum lawful interest rate, on past-due invoices. New Advertisers and/or agencies must either remit payment with order or furnish satisfactory credit references, subject to Publisher's discretion.
- The Advertiser and its agency, if there be one, jointly and severally agree to pay the amount of invoices rendered by Publisher within the time specified on the invoice.
- Orders 30 days beyond the current closing date will be accepted only at rates prevailing, and only on a space-available basis (and subject to the other terms and conditions herein). Orders containing incorrect rates may be accepted, and if accepted, charged at regular rates. Such errors will be regarded as only clerical.
- All agencies or direct Advertisers must supply Publisher with a legal street address and not just a post office box.
- Orders specifying positions other than those known as designated positions are accepted only on a request basis, subject to the right of Publisher to determine actual positions.
- Advertisements other than standard sizes are subject to Publisher's approval.
- Rates, conditions, and space units are subject to change without notice.
- Schedule of months of insertion and size of space must accompany all orders and are binding upon Advertiser upon receipt unless terminated in writing prior to the applicable closing date(s). So-called "space reservations" are not considered by Publisher as orders or binding upon it in any way.
- Reproduction quality is at the Advertiser's risk if Publisher's specifications are not met or if material is received after the closing date even if on extension. All queries concerning printed reproduction must be submitted to Publisher within 45 days of issue date.
- Advertising film will be destroyed, if not ordered returned, 12 months after last use without liability.
- No rebate will be allowed for insertion of wrong key numbers.
- The Advertiser and its agency, if there be one, jointly and severally agree that in the event Publisher commits any act, error, or omission in the acceptance, publication, and/or distribution of their advertisement for which Publisher may be held legally responsible, Publisher's liability will in no event exceed the cost of the space ordered, and further agree that Publisher will not under any circumstances be responsible for consequential damages, including lost income and/or profits.
- The Advertiser and its agency, if there be one, each represents that it not only has the right to authorize the publication of any advertisement it has submitted to Publisher, but that it is fully authorized and licensed to use (i) the names and/or the portraits or pictures of persons, living or dead, or of things; (ii) any trademarks, service marks, copyrighted, proprietary or otherwise private material; and (iii) any testimonials contained in any advertisement submitted by or on behalf of the Advertiser and published by Publisher, and that such advertisement is neither libelous, an invasion of privacy, violative of any third party's rights, or otherwise unlawful. As part of the consideration, and to induce Publisher to publish such advertisement, the Advertiser and its agency, if there be one, jointly and severally agree to indemnify and hold harmless Publisher against all loss, liability, damage, and expense of whatsoever nature arising out of copying, printing or publishing of such advertisement.
- The Advertiser and its agency, if there be one, jointly and severally agree to and do indemnify and hold harmless Publisher from all loss, damage, and liability growing out of the failure of any sweepstakes or contest inserted by them for publication to be in compliance and conformity with any and all laws, orders, ordinances, and statutes of the United States, or any of the states or subdivisions thereof.
- All orders accepted are subject to acts of God, fires, strikes, accidents or other occurrences beyond Publisher's control (whether like or unlike any of those enumerated herein) that prevent Publisher from partially or completely producing, publishing or distributing Car and Driver.
- All advertisements must be clearly identified by the trademark or signature of the Advertiser.
- Words such as "advertisement" will be placed with copy that, in Publisher's opinion, resembles editorial matter. Reading notices are not accepted.
- Cancellations must be in writing. Cancellations not received in writing on or before the advertisement closing date are not binding on Publisher. In the event an order is canceled, the Advertiser and its agency, if there be one, jointly and severally agree that they will still be responsible for the cost of any work performed or materials purchased on behalf of the Advertiser. Orders may not be canceled or changed by the Advertiser after the closing date without the acknowledgment and acceptance of Publisher.
- A copy of any proposed insert must be submitted to Publisher prior to printing of the insert. In no event shall Publisher be responsible for any errors or omissions in, or the production quality of, any furnished insert.
- The Advertiser and its agency, if there be one, jointly and severally agree to reimburse Publisher for its attorney's costs and fees in collecting any unpaid billings for advertisements.
- The parties agree that the details contained on orders will be treated as confidential or proprietary information and shall not be disclosed to third parties.
- All issues related to advertising will be governed by the laws of the State of New York applicable to contracts to be performed entirely therein. Any action brought by Advertiser and/or its agency, if there be one, against Publisher relating to advertising must be brought in the state or federal courts in New York, New York, and the parties hereby consent to the jurisdiction of such courts.