



# Rates and Products

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# Display advertising rates

Ad size	\$125,000+	\$100,000	\$80,000	\$60,000	\$40,000	\$20,000	\$10,000	Open rate
2 page spread	5,257	5,973	6,713	7,458	7,851	8,723	9,182	10,695
Full page	3,517	3,997	4,491	4,991	5,253	5,837	6,144	7,155
Island	3,030	3,443	3,868	4,298	4,525	5,027	5,291	6,647
1/2 page	2,069	2,351	2,642	2,935	3,090	3,434	3,614	4,960
3/8 page	1,954	2,220	2,495	2,772	2,918	3,243	3,414	3,749
1/4 page	1,438	1,635	1,836	2,040	2,148	2,386	2,512	2,770
1/8 page	880	1,001	1,124	1,249	1,314	1,460	1,538	1,689
List strip ad	593	593	593	593	593	593	709	795

## ADDITIONAL AD SIZES (All prices below include 4-color)

Ad size	\$10,000+	Open Rate
U-Shape	5,146	6,326
Bottom Belt Spread	3,397	4,690
Centerpiece Towers	3,659	5,051
Front Page Strip	2,625	3,000
Page 3 - 1/2 page	5,208	5,456
Right Triangle	2,323	2,433
Wave - ROP	1,549	2,948
BizLeads Section Triangle or Wave	1,742	1,825

### Additional Charges

Guaranteed Position  
Back cover: 15% | Inside: 10% (contract rate)

### Volume discounts

Volume discounts are determined by combining the dollar value of print and digital insertions in San Antonio Business Journal, plus sponsorships, within the contract period. Contract begins with the date of first insertion and must be fulfilled within a 12-month period. Book of Lists and pre-printed inserts may also be included as part of your volume contract. Contracts guarantee the volume rate earned and ad sizes may vary during contract period. Refer to the column under the volume for rate of desired size. Rates subject to change during contract period. Rate increases are effective January 1, and all advertisers' rates change on that date.

### Credit, payment and commissions

All first-time advertisers must pre-pay and payment must accompany all copy until credit has been established with the Credit Department. Payment by check, Visa, MasterCard or American Express. All advertisers must submit a Credit Application. Terms of credit extension to advertisers is Net 30 Days. No cash discounts. Any discrepancies in advertising invoices must be questioned within 10 days of publication. All rates are net and non-commissionable. All advertising transactions with the San Antonio Business Journal are subject to the publication's advertising terms and conditions, a copy of which is available on our Web site and, if applicable, in our advertising agreement.



# Book of Lists

Rates Effective 01/01/2017

## Advertising

San Antonio's most valuable business reference guide and the one publication readers turn to throughout the year. It's a compilation of San Antonio Business Journal's weekly lists and is full of important information about San Antonio business that's unavailable any place else. Sold year-round. Guaranteed positioning is accepted only for full and half page ads on a first-come basis. Color is included. Sorry, Book of Lists ads are non-cancelable. All rates are net.

Ad size	Open rate
Two page spread	\$18,000
Full page	\$10,070
1/2 page	\$6,745
1/4 page	\$4,085
List strip	\$895
Inside Front Cover	\$11,000
Back Cover	\$12,750

## Contract Advertiser Discounts:\*

Dollar Volume	Percent deduction
\$10,000	5%
\$20,000	15%
\$40,000	30%
\$60,000	40%
\$80,000	50%
\$100,000	51%

## Classified

Block ads are available on industry-specific banner pages. Call for further details at 210-477-0854.

\* Volume discounts apply for local contract advertisers. No discounts on covers or list strip ads



**Issue Date:** December 22, 2017

**Space Deadline:** November 3, 2017

**Materials Deadline:** November 10, 2017



# Weekly lists

San Antonio Business Journal's weekly lists are compiled with information about the top local companies in specific industries. The lists are a mixture of self-reported information, original research conducted by San Antonio Business Journal and established third-party sources.

## Weekly list topics

See the 2017 Production Calendar »

## Secure space near a list in the Book of Lists

Take advantage of up to 60% off the regular newspaper rate when you advertise in both the newspaper when the list comes out, and again in the Book of Lists for year round exposure.

2
SAN ANTONIO BUSINESS JOURNAL
January 6, 2016

THE LIST

Compiled by Kim Hernandez  
 210-477-0834 @SABJresearch@kimhernandez@bizjournal.com

### HOTELS

RANKED BY TOTAL RECEIPTS THIRD QUARTER 2016

Hotel name, Prior year's rank Website	Address Phone	Total receipts third quarter 2016	Change	Taxable receipts third quarter 2016	No. of guest rooms	General Manager
<b>1</b> JW Marriott San Antonio Hill Country Resort & Spa	21881 Research Blvd. San Antonio, TX, 78261 210-276-2500 jwmarriott.com	\$19.6 million	9.3%	\$17.89 million	1,002	Arthur Costanzo arthur.costanzo@jwmarriott.com
<b>2</b> Grand Hyatt San Antonio	601 E. Market St. San Antonio, TX, 78205 210-224-1234	\$11.66 million	3%	\$9.65 million	1,003	Ed Bohatz
<b>3</b> San Antonio Marriott Rivercenter Hotel	9800 North Loop W. San Antonio, TX, 78205 210-221-1000	\$10.25 million	-0.5%	\$9.41 million	1,000	Tim Sullivan tim.sullivan@marriott.com
<b>4</b> Hyatt Regency Hill Country Resort and Spa	9800 North Loop W. San Antonio, TX, 78205 210-224-1234	\$8.07 million	-4.1%	\$7.8 million	500	Dan King
<b>5</b> Hyatt Regency San Antonio	133 Tammy St. San Antonio, TX, 78205 210-222-3234	\$6.68 million	9.8%	\$6.05 million	632	Peter Escobedo peter.escobedo@hyatt.com
<b>6</b> La Cantera Resort & Spa	16464 La Cantera Pkwy. San Antonio, TX, 78256 720-840-8630	\$6.41 million	43.2%	\$6.12 million	508	John Spomer johnspomer@lancantera.com
<b>7</b> Marriott Riverwalk Hotel	888 E. Market St. San Antonio, TX, 78205 210-224-4515	\$5.56 million	7.1%	\$5.18 million	507	Tim Sullivan tim.sullivan@marriott.com
<b>8</b> Hilton Palacio del Rio	205 S. Alamo St. San Antonio, TX, 78205 210-222-1400	\$5.47 million	8.3%	\$5.19 million	485	Robert Theobald robert.theobald@hilton.com
<b>9</b> The Westin Riverwalk	420 W. Market St. San Antonio, TX, 78205 210-224-6500	\$5.26 million	-2.9%	\$4.98 million	474	Bill Penella bill.penella@westin.com
<b>10</b> Embassy Suites San Antonio Riverwalk-Downtown	121 E. Houston St. San Antonio, TX, 78205 210-226-9000	\$4.1 million	4.8%	\$3.93 million	285	Joe Matton joe.matton@hilton.com
<b>11</b> Omni La Mansion del Rio Hotel	117 College St. San Antonio, TX, 78205 210-518-1000	\$4.03 million	4.1%	\$3.9 million	338	John "Buddy" Wallace buddy.wallace@omnihotels.com
<b>12</b> Hotel Contessa	300 W. Market St. San Antonio, TX, 78205 210-223-9212	\$3.47 million	16.3%	\$3.32 million	265	Tom Matthews tommatthews@hotelcontessa.com
<b>13</b> Drury Plaza Hotel Riverwalk	405 S. St. Mary's St. San Antonio, TX, 78205 210-276-7799	\$3.43 million	0.8%	\$3.38 million	305	James Robbins james.robbins@drury.com
<b>14</b> Holiday Inn Riverwalk	321 W. St. Mary's St. San Antonio, TX, 78205 210-224-2000	\$3.09 million	7.8%	\$2.97 million	313	Anthony Johnson anthony.johnson@ihg.com
<b>15</b> Omni San Antonio Hotel at the Colonnade	9821 Colonnade Blvd. San Antonio, TX, 78256 210-491-8855	\$2.88 million	-4.7%	\$2.65 million	226	Josh DeBortoli josh.debortoli@omnihotels.com
<b>16</b> La Quinta Inn & Suites Convention Center	203 Broom St. San Antonio, TX, 78202 210-222-9181	\$2.78 million	14.9%	\$2.29 million	140	Michael Roan
<b>17</b> Wyndham San Antonio Riverwalk	111 E. Market St. San Antonio, TX, 78205 210-518-2000	\$2.75 million	2.3%	\$2.24 million	410	Karen Latone karen.latone@wyndham.com
<b>18</b> Holiday Inn San Antonio International Airport	77 N.E. Loop 410 San Antonio, TX, 78216 210-343-9900	\$2.32 million	4.9%	\$1.93 million	397	Larry Murphy gmurphy@ihg.com
<b>19</b> Hilton San Antonio Hill Country Hotel & Spa	9800 Research Hills Blvd. San Antonio, TX, 78251 210-509-9800	\$2.29 million	-1.8%	\$2.24 million	227	Alex Petrolini alex.petrolini@hilton.com
<b>20</b> Doubletree Hotel San Antonio	21 N.E. Loop 410 San Antonio, TX, 78216 210-366-2424	\$2.22 million	5.9%	\$1.94 million	200	Ken Myers ken.myers@hilton.com
<b>21</b> Courtyard San Antonio Riverwalk	2076 St. Mary's St. San Antonio, TX, 78205 210-222-8888	\$2.17 million	5.6%	\$2.06 million	200	Deeah Rao deeah.rao@marriott.com
<b>22</b> Eilan Hotel Resort & Spa	17169 La Cantera Pkwy. San Antonio, TX, 78256 210-598-2900	\$2.15 million	11.3%	\$2.1 million	165	Michael Dezar
<b>23</b> Sheraton Gunter Hotel	302 E. Houston St. San Antonio, TX, 78205 210-227-2424	\$2.11 million	6.6%	\$1.81 million	322	Rich Harrison rich.harrison@sherman.com
<b>24</b> Hotel Valencia Riverwalk	150 E. Houston St. San Antonio, TX, 78205 210-222-9700	\$2.05 million	-8.7%	\$1.92 million	213	Chad Taylor chad.taylor@hilton.com
<b>25</b> Marriott Plaza San Antonio	555 S. Alamo St. San Antonio, TX, 78205 210-299-1000	\$2.01 million	6.6%	\$1.74 million	211	Michael Sanders

NOTES: \* Indicates that company was not ranked on prior year's list | Date published: January 20, 2017

YOUR AD HERE

**CLOSER LOOK**

122.3M

Total dollar amount of receipts third quarter 2016 represented on this list.

43.2%

Largest increase in total receipts in third quarter 2016: La Cantera Resort & Spa

**MOST ROOMS**

Grand Hyatt San Antonio 1,003

JW Marriott San Antonio Hill Country Resort & Spa 1,002

San Antonio Marriott Rivercenter Hotel 1,000

Hyatt Regency San Antonio 632

La Cantera Hill Country Resort 508

**ABOUT THE LIST**  
Financial information obtained from the Quarterly Hotels Receipts for San Antonio for Third Quarter in 2016 report from the Texas Comptroller of Public Accounts' website. This list is based by taxable receipts third quarter 2016

**2016-17 BOOK OF LISTS PLATINUM SPONSORS**





# Digital advertising rates

## Run of site (SanAntonioBusinessJournal.com) for four weeks

	\$125,000+	\$100,000	\$80,000	\$60,000	\$40,000	\$20,000	\$10,000	Open
400,000 impressions	5,962	6,084	6,208	6,419	6,663	7,481	8,346	9,270
330,000 impressions	5,110	5,214	5,321	5,510	5,714	6,405	7,532	8,294
200,000 impressions	3,407	3,477	3,547	3,674	3,806	4,274	4,771	5,529
130,000 impressions	2,555	2,607	2,660	2,755	2,857	3,207	3,576	4,147
80,000 impressions*	1,703	1,738	1,774	1,837	1,909	2,131	2,391	2,764
80,000 impressions*	1,696	1,731	1,767	1,830	1,901	2,123	2,382	2,750
Business Pulse*	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000
Special Section*	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000
People on the Move*	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000

Rates are based on total dollar investments (combined print, digital and sponsorships).  
 Digital sponsorship ad positions include upper and lower 300x250, top and bottom 728x90 and mobile 320x50.  
 \*80,000 impression packages run for two weeks.  
 +Must be bought with 130,000 impressions.

### FEATURES

Site sponsorships are sold as Run of Site; client impressions run throughout local site

Campaigns run 30 days

There are three ad sizes that run across the entire site:

- banner (728x90)
- island (300x250)
- mobile (320x50)

You can run rich media or video at no additional charge.

### BENEFITS

Your message is seen adjacent to a wide variety of business related content establishing relevancy to the business community. It also provides reach across industries providing maximum exposure to business decision makers and leaders.

Your ad will consistently be seen for a month giving it both reach and frequency to heighten your brand/message awareness. This will result in potential customers repeatedly seeing your message for 30 days.

With different ad units and sizes, you can talk about multiple initiatives, practices areas, benefits during the campaign. This saves you money and prevents you from buying multiple ads.

Repurpose video that was expensive to make by using video in ads which provide the highest engagement with users. People are more likely to watch a video that simply click on an ad meaning you have a better chance of people seeing your message.



# Business Pulse Sponsorship

## FEATURES

The Business Pulse is an interactive survey hosted on the website in which users have the opportunity to vote on a poll question, comment and read what others have to say about the particular topic.

Editorial chooses the question weekly.

The Business Pulse Sponsorship is exclusive.

The Business Pulse Sponsorship includes:

- Exclusive title sponsorship : 100% share of voice in the section
- Logo impressions wherever the Business Pulse Survey is promoted and within section
- Add-on to a run of site package
- Native Opportunity

There are three ad positions:

- banner (728x90)
- island (350x250)
- mobile (320x50)

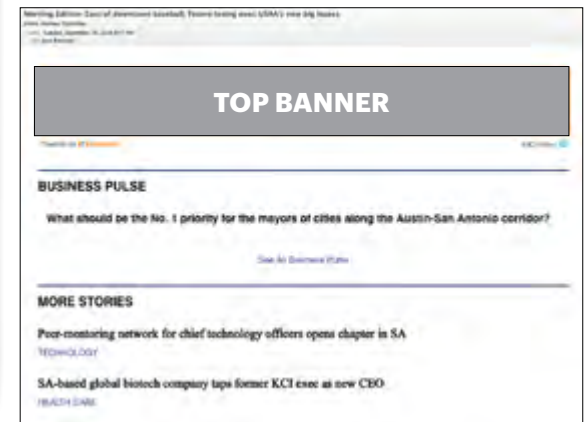
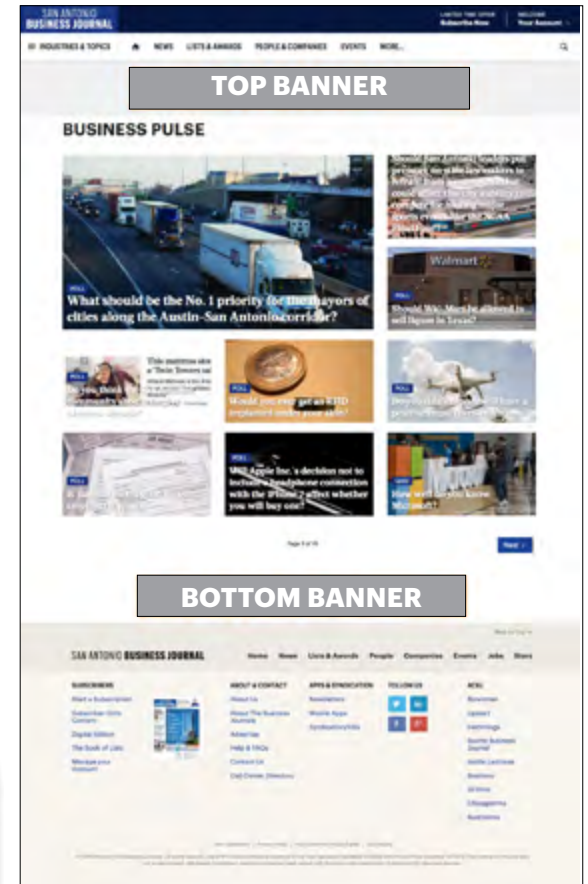
You can run rich media at no additional charge.

## BENEFITS

Your brand will be seen adjacent to a popular digital feature putting your name in front of an engaged audience. Be seen adjacent to thought provoking questions important to the business community. A perfect companion to any "Thought Leadership" campaign as topical questions are posted here with user generated comments and conversations.

Your competition will have zero opportunity to be seen on this highly engaging feature. You will own the marketing messages. This positions you as a leader in your industry by having the large presence.

Multiple opportunities to brand yourself with a popular, upbeat section across our website and Afternoon Email. You receive tremendous frequency and reach enabling you to make your mark with your target audience over and over.



# Digital Special Section Sponsorship

## FEATURES

Any print publication can be converted into a digital special section. It simply contains all the articles of the print product on one page of the website.

The Special Section Sponsorship is exclusive.

May be editorial or advertorial content.

Special sections may be promoted using the promotional filmstrip which appears throughout the website.

The Special Section Sponsorship includes:

- 100% share of voice in the section
- Logo impressions within section
- Add-on to run of site package

There are three ad sizes that run across the entire site:

- banner (728x90)
- island (300x250)
- mobile (320x50)

You can run rich media at no additional charge.

## BENEFITS

Your brand will be seen adjacent to the content of your choice. You can show dominance in an industry by being the exclusive sponsor of this specialized content.

Your competition will have zero opportunity to be seen on this feature. You will own the marketing messages. This positions you as a leader in your industry by having the large presence.

In addition to owning the special section, you will have additional impressions to reach the wider business decision maker audience of the full site.





# People on the Move Sponsorship

## FEATURES

People on the Move is a signature section that highlights the changes and advancements of professionals in the local business community.

POTM is exclusive

The POTM Sponsorship includes:

- 100% share of voice in the section
- Logo impressions wherever POTM is promoted on the website
- Logo impressions on the Afternoon Edition
- Run of site impressions
- Native Opportunity

There are three ad sizes that run across the entire site:

- banner (728x90)
- island (300x250)
- mobile (320x50)

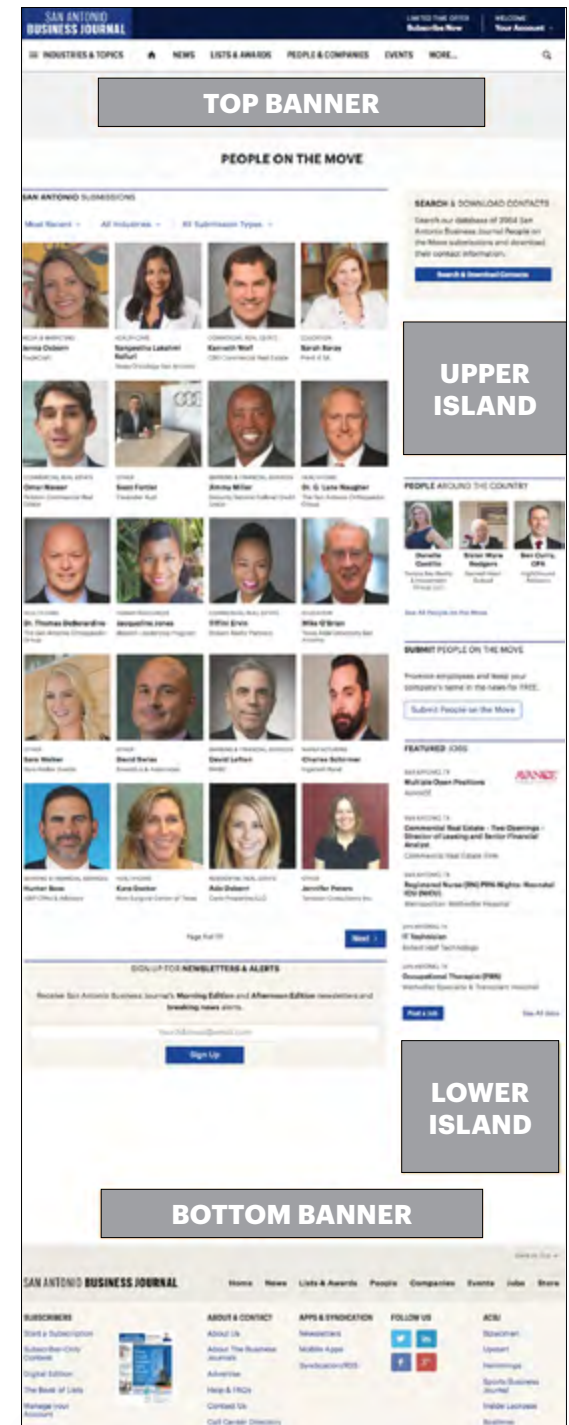
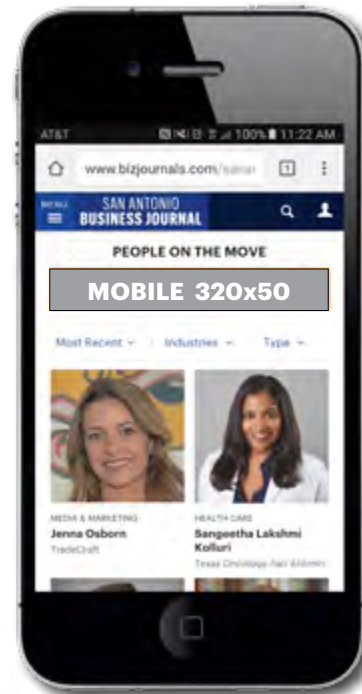
You can run rich media at no additional charge.

## BENEFITS

Your brand will be seen adjacent to one of our most popular digital features putting your name in front of an engaged audience. Be seen adjacent to “good news” about success transferring a “good” feeling to your brand. Being seen on a high traffic section brings high visibility to your message.

Your competition will have zero opportunity to be seen on this highly engaging feature. You will own the marketing message. This positions you as a leader in your industry by having the large presence.

Multiple positions provide multiple opportunities to brand yourself with a popular, upbeat section across our website and Afternoon Email. You receive tremendous frequency and reach enabling you to make your mark with your target audience over and over.





# San Antonio Business Journal Morning Edition

The San Antonio Business Journal Morning Edition email is a morning round up of San Antonio's business news and reaches more than 15,025 email in-boxes every day.

Weekly Cost	\$125,000+	\$100,000	\$80,000	\$60,000	\$40,000	\$20,000	\$10,000	Open
Top 468x60	1,114	1,225	1,337	1,448	1,671	1,949	2,228	2,506
Middle 468x60	1003	1,058	1,170	1,281	1,337	1,559	1,671	1,949
Bottom 468x60	468	499	624	668	752	877	1,003	1,128
Upper Logo & Text	501	557	613	668	713	891	1,003	1,114
Middle Logo & Text	351	398	468	501	568	668	752	835

## FEATURES

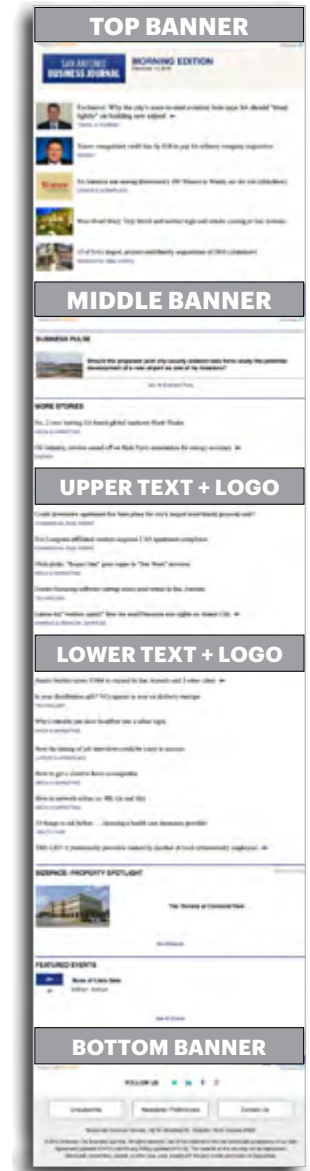
This email product collects news from different news sources (national, regional, and local) and aggregates it into a newsletter that is sent to the subscriber base.

The Morning Edition keeps the user informed of information they need to start to their day first thing each morning.

## BENEFITS

Your message will be the first thing seen every morning as business leaders are getting their Morning News. News is collected from various agencies and sources to provide important information to start the day. Your message will be a part of that important message building your credibility.

Your message will not be lost on the newsletter and as people scroll through the product reading, they will see your ad. The high visibility gives you a better chance your message will be recognized as users read it every day.



Sign up for the free Morning Edition at [SanAntonioBusinessJournal.com](http://SanAntonioBusinessJournal.com)



# San Antonio Business Journal Afternoon Edition

The San Antonio Business Journal Afternoon Edition delivers top stories and news alerts to more than 16,275 email in-boxes every day. Executives keep tabs on the pulse of the local business scene with a snapshot of each day's news.

	\$125,000+	\$100,000	\$80,000	\$60,000	\$40,000	\$20,000	\$10,000	Open
Top Banner	1,208	1,329	1,449	1,570	1,182	2,114	2,416	2,718
Middle Banner	1,087	1,147	1,268	1,389	1,449	1,691	1,812	2,114
Lower Banner	507	541	676	725	773	966	1,087	1,208
Upper Logo + Text	544	604	664	725	773	966	1,087	1,208
Middle Logo + Text	380	431	507	544	616	725	815	906

Notes: All rates are NET. Costs quoted are "per week" (six drops per week: Monday-Friday with a Saturday BONUS).

## FEATURES

Daily Updates are sent out Monday through Saturday to opt-in subscribers.

Five different ad positions are available. Each position is sold on an exclusive basis for the entire 6 days. Sent on Mon.-Sat., booked Sun.-Sat.

## BENEFITS

Your message will be on a product sent to subscribers who REQUESTED they receive the newsletter. It is not a list of recipients who have no idea who we are or what we do. Your ad is delivered to people who asked for it. This makes your message a welcomed message.

By being in a fixed position for 6 days in a row will hammer your message to your potential clients. They will continually see the ad in the same place day after day for the week giving the potential buyer a repeated reminder of your message.

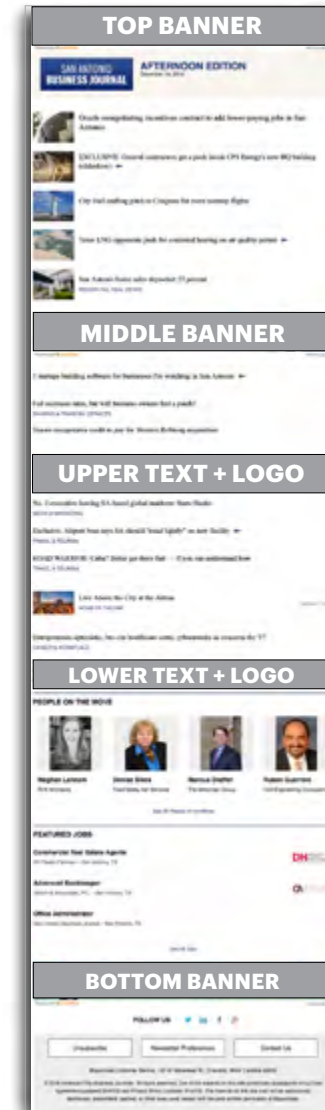
Multiple ad positions enable you to reach your potential customer in a variety of ways. You have contextual options that are less "flashy" and can be seen as more information that advertising. And you also have display options if you have a visual message, logo, themes you want in your campaigns.

## Subscriber stats

**59%** receive 1 or more Business Journal email updates

**65%** pass along an email update to other people

**52%** work at companies with gross annual sales of \$5M-25M+



Sign up for the free Afternoon Edition at [SanAntonioBusinessJournal.com](http://SanAntonioBusinessJournal.com)



# Breaking News

	Subscribers	Total Cost
3 Month Sponsorship	<b>17,104</b>	\$12,300
6 Month Sponsorship	<b>17,104</b>	\$23,000
Annual Sponsorship	<b>17,104</b>	\$41,000

## FEATURES

This does NOT have to be sold with a run of site package.

An email product sent to subscribers that announces, Breaking News, News Alerts and Exclusives.

A guarantee of at least 2 emails per month will be sent. In most markets this is higher.

This product has exclusivity.

The placements include a 120x60 logo and a 728x90 banner ad.

## BENEFITS

Your message will be associated with the most talked about business stories in the city. You will be associated with headlines that everyone wants to know about.

Throughout the month, you will have a fixed presence on the product which will give you frequency and reach to your desired audience.

Your competition will have zero opportunity to be seen on this highly engaging feature. You will own the marketing messages. This positions you as a leader in your industry by having the large presence.

Breaking News: Obama to nominate local Strasburger & Price partner to U.S. tax court  
 San Antonio Business Journal  
 Sent: Friday, May 1, 2015 at 4:38 PM  
 To: James Lochhead

**SAN ANTONIO BUSINESS JOURNAL**

Breaking News Sponsored by: May 1, 2015

**Obama to nominate local Strasburger & Price partner to U.S. tax court**

President Barack Obama is tapping into local talent to fill one of the vacant seats for the U.S. Tax Court.

[Read the full story](#)

**728x90 BANNER**

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# Content Channels

## FEATURES

1. Exclusivity of Ads on Content Landing Page
2. Ads on Industry Articles
3. Ads across the entire website (Run of Site Ads)
4. Afternoon Edition promotional Module with logo and text ad
5. Co-Branding Promo Ads
6. Native Content (Requires a minimum six-month commitment)

## BENEFITS

Show your leadership in the industry most important to your success.

Align your message with a specific industry covered by our San Antonio Business Journal editorial team. Sponsorships are for 30 days so you have a consistent message to the San Antonio business community providing great brand recognition. You may choose from one of the following 17 industries, dependent on monthly page views:

- Banking & Financial Services
- Career & Workplace
- Commercial Real Estate
- Education
- Energy
- Food & Lifestyle
- Government & Regulations
- Health Care
- Manufacturing
- Media & Marketing
- Philanthropy & Nonprofits
- Professional Services
- Residential Real Estate
- Retailing
- Sports Business
- Technology
- Transportation
- Travel & Tourism

**Pricing is specific to current inventory levels.  
For more information, call your Account Manager.**





# Homepage takeover

Runs five consecutive business days, must be purchased with 130,000 Run of Site package or higher (Example found at [http://bit.ly/Homepage\\_Takeover](http://bit.ly/Homepage_Takeover))

	Cost	Ad unit
19,000 impressions	\$1,100	970x418 / 970x66 pushdown, 300 x250, 1600x660 skin

## FEATURES

This is sold in conjunction with 130,000 ROS impressions or greater.

The Home Page Takeover runs for 5 consecutive business days.

There are three different ad sizes that run on the home page:

- The skin (1600x660)
- the pushdown (970x418 and 970x66)
- and the upper island (300x250)

You can run rich media at no additional charge.

## BENEFITS

Your message will be prominently displayed on the homepage of our website, where our most engaged users start gathering business intelligence. The large ad units portray your message as important and dominant. It is the ultimate power play for your message.

Additionally, you will have visibility across the website to reinforce your message to all users. You will have deep reach and frequency to our audience giving you better more exposure to potential clients.



Pushdown (collapsed)



Pushdown (expanded)



# Bottom line/slider

**Runs 30 days, served to one unique user per day**

(Example found at <http://bit.ly/BottomLineSlider>)

	Cost	Ad unit
39,680 impressions	\$1,590	1034x90/1034x30 for bottom line, 950x90/950x460 for slider

## FEATURES

This does **NOT** have to be sold with a run of site package.

The Slider is a 950x90 ad size appearing on all pages of the website with the exception of the home page and sponsored pages.

The 950x460 Full Page appears when the user initiates the "slide" feature.

It has a fixed, above the fold positioning, sold at unique impression levels for each market.

The unit will limit serving a unique user once per day.

You can run rich media at no additional charge.

## BENEFITS

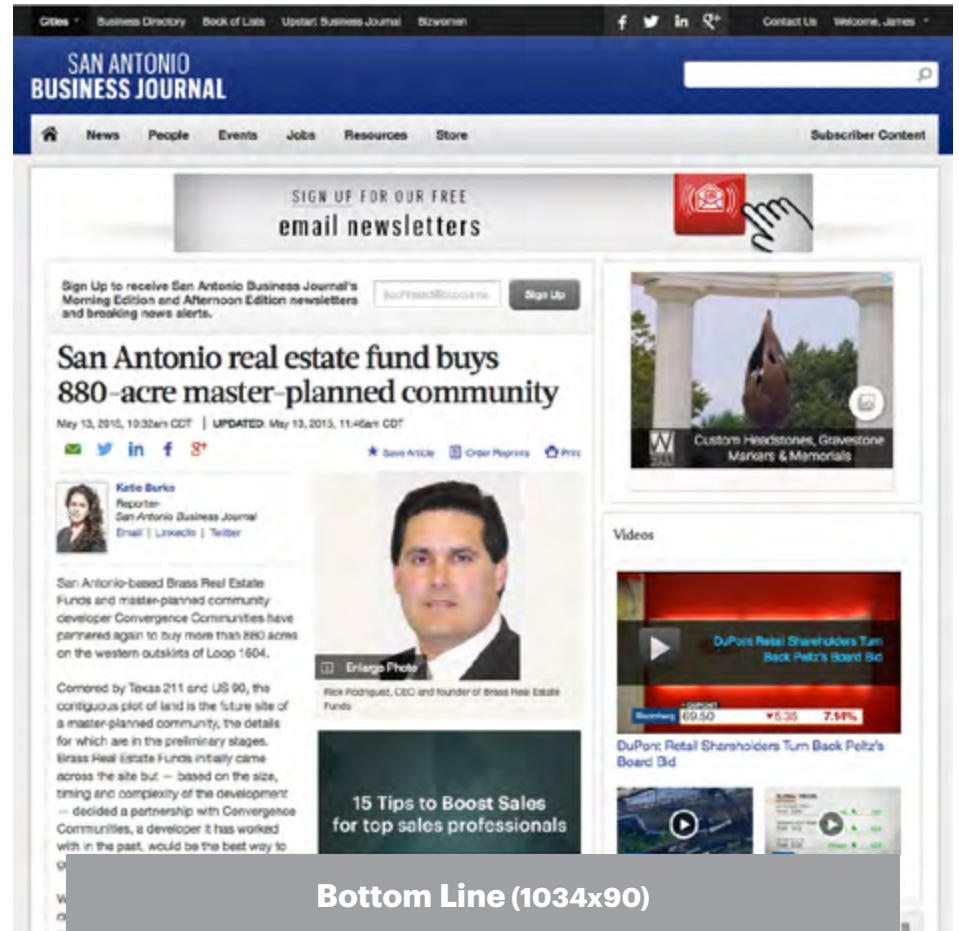
The Bottom Line has tremendous visibility on the page so your message will not be missed by potential clients.

The unique size and position makes your ad stand out on the webpage giving it more visibility. More visibility=more exposure=more brand recognition within the business community.

Ample impressions are given with this ad unit based on actual traffic numbers so there is no concern regarding if enough ad impressions have been bought. Your ad will be seen, but not in an overly obnoxious manner. No wasted impressions saving you money and no bad impressions to potential business hurting your brand.

**Bottom Line  
(fixed position)**

**Slider  
(deployed)**



**Bottom Line (1034x90)**



# Channel & Classified advertising rates

## Marketplace | In Print

Ad size	Actual dimensions	52x	26x	13x	8x	4x	Open rate
1 block	3.25" wide 3" tall	\$100	\$125	\$150	\$200	\$225	\$275
2 Block Horizontal	6.625" x 3"	175	219	263	350	433	482
2 Block Vertical	3.25" x 9.25"	175	219	263	350	433	482
3 Block Horizontal	10" x 3"	263	328	394	525	591	722
3 Block Vertical	3.25" x 9.25"	263	328	394	525	591	722
4 block	6.625" x 6.125"	394	492	591	788	886	1,082
6 block	10" x 6.125"	591	738	886	1,181	1,392	1,625
12 block	10" x 12.375"	1,137	1,421	1,550	2,067	2,559	2,842

## Legal Notices | In Print

Type of legal notice	Price
Notice to Creditors	\$65*
Citation by Publication	\$125*
Public Notice	\$65*
All other Legal Notices	\$65*

Ad cost includes Publisher's Affidavit.

\*Call for quote and size.

## Legal Notices | Online

Legal Notices can also be placed online for an additional charge. Contact your Channel Sales Representative for more information.

# Calendar

## Event listings | Online

Get the word out and target thousands of influential leaders in the local business community. List all of your upcoming events on our online Business Events Calendar.

Listings don't expire and will be active through the day of your event.

### Featured Event Listing | \$199

- » Premium Placement - Your event listing will rise above all other regular event listings.
- » Branding - Your company or event logo will appear on both the event listing page and event details page

### Standard Event Listings | \$99

#### Event Billboard | \$500

- » Includes Featured Event Listing
- » 30 day promotion in top billboard section of the online calendar with custom image
- » 30-day promotion in Morning Edition email to XX subscribers

*Volume discounts available for multiple listings.*









# Online Recruitment Services

**Get your job listings in front of the largest collection of professional candidates.**

## Individual Featured Job Postings | \$395

- » Increase visibility in front of passive job seekers while targeting the active job seeker as well.
- » Promoted at the top of job section with logo
- » Also promoted on local homepage, article pages and daily newsletters with logo
- » Unlimited text
- » All listings are searchable on Google, Yahoo and other search engines
- » 30 day campaign

## Standard Job Postings | \$295

- » Appears in career center only
- » Unlimited text
- » All listings are searchable on Google, Yahoo and other search engines
- » 30 day campaign

## Volume Featured Job packages

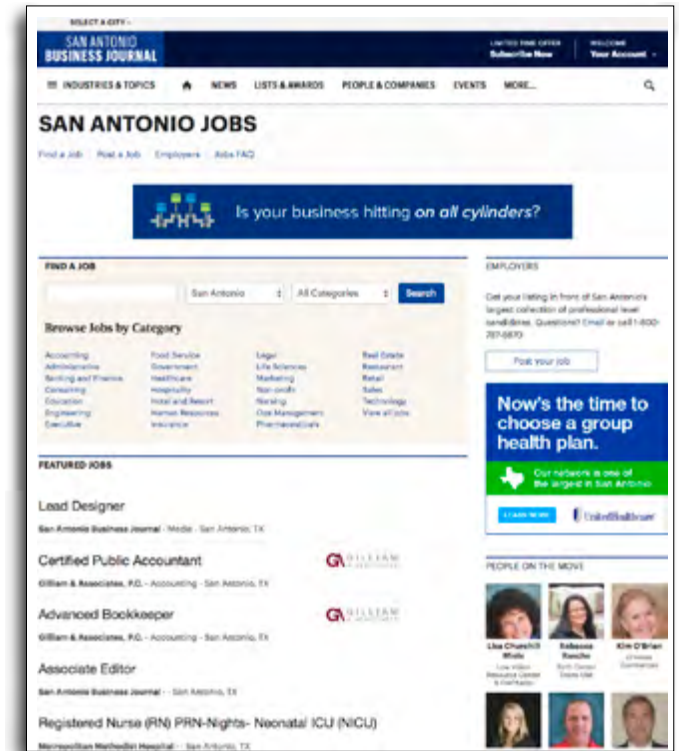
- » 5 featured online job postings for \$1,500
- » 10 featured online job postings for \$2,500
- » Can be used all at once or spread over a year
- » Multi-market and custom packages also available

## Recruitment Sponsorships Include:

- » Sponsorship of Featured Jobs Module
  - » Homepage
  - » Article Pages
- » Afternoon Edition Emails
  - » Career Center
- » Featured Job Postings up to 5
- » ROS Banners

## Recruitment Sponsorship Rates

	Banners	Sponsor Logo	Featured Jobs	
Exposure	Homepage, Article Pages, Career Center	Homepage, Article Pages, Afternoon Edition Emails, Career Center	Homepage, Article Pages, Afternoon Edition Emails, Career Center	
Package 1	160,000 Impressions	500,000 Impressions	Up to 5 postings	\$5,000/mo.
Package 2	330,000 Impressions	500,000 Impressions	Up to 5 postings	\$7,500/mo.



# Reprints

## Featured in San Antonio Business Journal? Market your success!

Show your customers your success with San Antonio Business Journal reprints!  
Your reprint is customized to your company and many options are available including:

- » Hard Copy Reprints | Prices vary by quantity
- » Digital ePrints | Starting at \$550
- » Wall Plaques & Awards | Starting at \$169
- » Photos | Starting at \$150
- » Press Releases | Prices vary

Contact [LDeLeon@bizjournals.com](mailto:LDeLeon@bizjournals.com) | 210.477.0867 for full options and pricing.

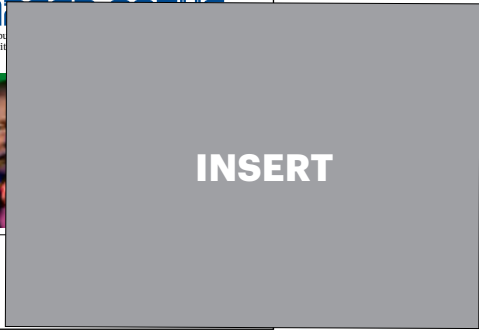
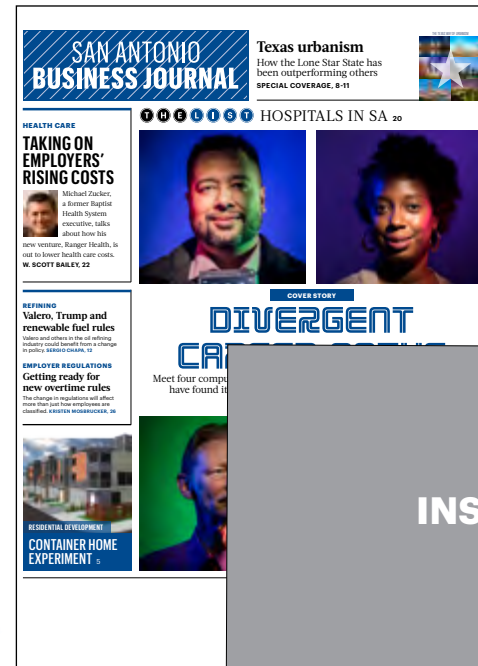
# Inserts

## Free-standing inserts

San Antonio Business Journal accepts preprinted inserts for inclusion in mailed and newsstand copies. FSIs may be used to fulfill advertising contract obligations. Total cost is based on 2017 forecasted circulation of 6,200. Insert rates are net and non-commissionable and must be pre-paid. Inserts must be full run of circulation; smaller increments are not available. Inserts must be submitted for approval two weeks prior to publication date. Advertiser is advised to get Publisher's approval before printing piece. All preprinted inserts must be shipped to our printer in Dallas at advertiser's expense.

All rates are net.

ad size	rate
Up to 1oz.	\$2,500
Over 1oz.	\$25 per thousand per each additional .5oz (contact for an exact rate)



# Deadlines and cancellations

## Weekly newspaper

San Antonio Business Journal publishes weekly, 52 times a year, on Fridays. Premium positions are sold on a first-come basis. Deadlines for the Dec. 20 issue are two weeks earlier than the deadlines below. Please see the 2015 Production Calendar for other deadline exceptions.

Section/advertising type	Deadline
General display advertising insertion	Thursday, 8 days prior to publication
Expanded sections advertising insertion	Friday, 3 weeks prior to publication
Expanded "Extra" sections artwork	Friday, 3 weeks prior to publication
Classified advertising insertion	Friday, 1 weeks prior to publication
Cancellation	Wednesday, 9 days prior to publication
Workup information due	Friday, 1 week prior to publication
Camera-ready artwork due	Monday, 4 days prior to publication

## Special sections and publications

Special sections and publications such as Best Places to Work, Best Real Estate Deals, and Women Who Mean Business, are published periodically (see Production Calendar for dates) and are inserted into, or run as a part of, the weekly Friday paper.

Section/advertising type	Deadline
General display advertising insertion	Friday, 3 weeks prior to publication
Workup information due	Tuesday, 17 days prior to publication
Camera-ready artwork due	Tuesday, 10 days prior to publication
Cancellation	Friday, 3 weeks prior to publication

## Free-standing inserts

Inserts for the weekly newspaper

	Deadline
Reservation	11 days prior to publication.
Delivery	7 days prior to publication

## Book of Lists

The Book of Lists is published once a year. Positions are sold on a first-come basis.

Section/advertising type	Deadline
General display advertising insertion	Friday, November 3
Camera-ready artwork due	Friday, November 17
Cancellation	Cannot be canceled

## Cancellation policy

Cancellation of an ad or a change in its schedule must be received in writing on or before the deadlines listed above. Ads canceled after the deadline will be billed at 100%.



# Terms and conditions

The following terms and conditions govern all entities that place advertising ("Advertiser"), either directly or through an agent ("Agency"), with publications ("Business Journal(s)"), digital Business Journal publications ("Digital Editions"), websites and mobile sites ("Websites") and applications ("Apps") and any other service (collectively, together with Business Journals, Digital Editions, Websites and Apps, the "Service") published and/or owned, licensed or operated by or on behalf of American City Business Journals ("Publisher"). The placement of advertising in any Publisher Service constitutes Advertiser's (and, if applicable, Agency's) agreement to these terms. These terms and conditions may be modified from time to time by Publisher; additional placement of advertising will constitute Advertiser's (and, if applicable, Agency's) agreement to any such modifications.

## I. DEFINITIONS

**A. "Dollar Volume Discount"** is determined by combining the dollar value of print and digital insertions in the Business Journal(s) plus sponsorships, within the contract period. Contract begins with the date of first insertion and must be fulfilled within a 12-month period. Book of Lists and pre-printed inserts may also be included as part of your volume contract. Contracts guarantee the volume rate earned and ad sizes may vary during contract period. Refer to the column under the volume for rate of desired size. Rates subject to change during contract period. Rate increases are effective January 1, and all advertisers' rates change on that date.

**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 advertisements 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 and/or previously published, displayed, performed or transmitted (collectively referred to herein as "Published" or "Publish"), including, but not limited to, for reasons relating to the content of the advertisement or any technology associated with the advertisement. In the event of such cancellation or rejection 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. Publisher, at its absolute discretion, may terminate

its relationship with Advertiser 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 Advertiser or Agency to pay each bill by its due date. Should Publisher terminate its relationship with Advertiser and/or Agency, a Short-Rate may apply and all charges incurred together 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 commission for any further advertising placed with Publisher on behalf of Advertiser or any other client of Agency, and/or (b) refuse to Publish any or all of Advertiser's advertising.

**B. ADVERTISER'S FAILURE TO RUN ADVERTISING/SHORT-RATE:** All agreements for advertising Dollar Volume Discounts require that the specified dollar volume of advertisements be Published within a specified period and be promptly paid for. In the event of Advertiser's or its Agency's cancellation of any portion of any advertising order/contract or failure to have Published and paid for the specified dollar volume of advertisements, or if at any time Publisher in its reasonable judgment determines that Advertiser is not likely to Publish and pay for the total amount of advertising specified during the term of the agreement, any rate discount will be retroactively nullified, including for previously Published advertisements, and may result in a Short-Rate. In such event, Advertiser and/or Agency must reimburse Publisher for the Short-Rate within 30 days of invoice therefor and Advertiser will 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 Discount adjustments 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 services, paper and/or printing.

**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.

**E. LABELING OF ADVERTISEMENTS:** Advertisements that simulate or resemble, or otherwise might not be obviously distinct 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 and/or 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 errors or omissions or any damages or missed impressions caused by such suspension. IN NO EVENT WILL PUBLISHER HAVE ANY LIABILITY FOR ANY ADVERTISING CREATIVE OR PRINTING COSTS, ADMINISTRATIVE COSTS, AND/OR CONSEQUENTIAL, INDIRECT, INCIDENTAL, PUNITIVE, SPECIAL OR EXEMPLARY DAMAGES WHATSOEVER, INCLUDING WITHOUT LIMITATION, DAMAGES FOR LOSS OF PROFITS, BUSINESS INTERRUPTION, LOSS OF INFORMATION AND THE LIKE.

**H. TRADEMARKS:** The titles and logos of the Business Journals and other publications Published by American City Business Journals, as well as the Websites and Apps Published or used by American City Business Journals, are registered trademarks and/or trademarks protected under common laws. Neither the titles nor the logos may be used without the express written permission of American City Business Journals.

**I. WARRANTIES; INDEMNIFICATION:** Advertiser and its Agency, if there be one, each represent and warrant that: (i) Advertiser's websites, mobile sites, applications, and/or similar services that are associated with advertising purchased under an IO shall contain all necessary consumer disclosures required by applicable federal, state and local laws, rules and regulations, including, but not limited to, a conspicuous link to a clear, accurate and up-to-date Privacy Policy (and Advertiser shall not violate the terms of such disclosures) that: (a) discloses (1) the usage of third party technology; (2) the participation of third party service providers; and (3) the data collection and usage by such service providers and from such third party technology; and (b) complies with all applicable privacy laws, rules and regulations; (ii) it will not merge personally identifiable information with information previously collected as non-personally identifiable without robust notice of, and the end-user's prior affirmation (i.e., "opt-in") consent to, that merger; and (iii) any advertising or other material (including, but not limited to, product samples) submitted by Advertiser or Agency and/or created by Publisher on behalf of Advertiser or Agency, and any material to which such advertisement or other material links or refers, complies with all applicable laws and regulations and does not violate the personal or proprietary rights of, and is not harmful to, any person, corporation or other entity. As part of the consideration to induce Publisher to Publish such advertisement, 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 liability, loss, damage, and expense of any nature including, but not limited to, attorneys' fees (collectively, "Losses") arising out of any actual or potential claims for libel, invasion of privacy,





# Terms and conditions continued

harm, copyright, patent, or trademark infringement, and/or any other actual or potential claims or suits that may arise out of (a) the copying, printing, publishing, displaying, performing, distributing or transmitting of such advertisement; (b) any violation of the CAN-SPAM Act or other laws relating to Advertiser's advertisements, including, but not limited to, commercial messages e-mailed on Advertiser's behalf by Publisher; (c) the loss, theft, use, or misuse of any credit/debit card or other payment, financial, or personal information; (d) the products and/or services promoted, sold, presented and/or contained in Advertiser's advertisements; and/or (e) a breach or alleged breach of its covenants, warranties and obligations under these advertising rate card contract terms and conditions. If the Publisher participated in the creation of an advertisement, the Publisher will indemnify Advertiser in connection with potential claims only to the extent it has agreed to do so in writing.

## J. RESPONSIBILITY FOR PAYMENT OF ADVERTISING BILLS:

In the event an order is placed by an Agency on behalf of Advertiser, such Agency warrants and represents that it has full right and authority to place such order on behalf of Advertiser and that all legal obligations arising out of the placement of the advertisement will be binding on both Advertiser and Agency. Advertiser and its Agency, if there be one, each agrees to be jointly and severally liable for the payment of all bills and charges incurred for each advertisement placed on Advertiser's behalf. Advertiser authorizes Publisher, at its election, to tender any bill to Agency, and such tender shall constitute due notice to Advertiser of the bill and such manner of billing shall in no way impair or limit the joint and several liability of Advertiser and Agency. Any bill tendered by Publisher shall constitute an account stated unless written objection thereto is received by Publisher within ten (10) days from the rendering thereof. Payment by Advertiser to Agency shall not discharge Advertiser's liability to Publisher. The rights of Publisher shall in no way be affected by any dispute or claim between Advertiser and Agency. Advertiser and Agency agree to reimburse Publisher 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 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, retransmitted 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 created by Publisher is owned by Publisher and may not be otherwise used by Advertiser or third parties without Publisher's prior written consent.

**M. ADVERTISING RATES:** Publisher's 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 rates. Publisher's Business Journal rates and units of space are effective January 2015. 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 Business Journal reaching any circulation or readership level that may be represented in Business Journal's marketing materials.

**N. SPECIAL PUBLICATIONS:** Certain special publications (e.g., The Book of Lists) produced and published by the Business Journals carry special rates and are non-cancellable once an agreement is signed.

**O. TERMS OF SALE:** Payment 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.

**Q. DISCLAIMER:** PUBLISHER DISCLAIMS ALL WARRANTIES AND/OR GUARANTEES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES FOR NON-INFRINGEMENT, ACCURACY, AVAILABILITY, UPTIME, MERCHANTABILITY AND/OR FITNESS FOR ANY PARTICULAR PURPOSE IN CONNECTION WITH THE DISPLAY, PERFORMANCE AND TRANSMISSION OF ADVERTISEMENTS ON PUBLISHER'S SERVICES. Without limiting the generality of the foregoing, Publisher disclaims all warranties and guarantees with respect to its Services, including, without limitation, warranties

and/or guarantees relating to: (a) the positioning or placement of advertisements on the Services; (b) advertising results on the Services; and (c) the accuracy of audience data, including, but not limited to, audience demographic data, audience size/reach data, etc. with respect to the Services.

**R. 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.

## III. ADDITIONAL TERMS AND CONDITIONS APPLICABLE TO DIGITAL ADVERTISING PLACED ON PUBLISHER'S WEBSITES AND APPS

The placement of digital advertising on any of Publisher's Websites and Apps constitutes Advertiser's (and, if applicable, Agency's) agreement to the following terms: (These terms and conditions may be modified from time to time by Publisher; additional placement of digital advertising will constitute Advertiser's (and, if applicable, Agency's) agreement to any such modifications.)

**A. SECTION II ADVERTISING TERMS AND CONDITIONS:** For the purpose of clarification, the terms and conditions set forth in Section II above also apply to all digital advertisements Published on Publisher's Websites and Apps.

**B. INTERACTIVE ADVERTISING BUREAU STANDARD TERMS AND CONDITIONS:** Except to the extent modified below, the Interactive Advertising Bureau Standard Terms and Conditions for Internet Advertising for Media Buys One Year or Less, Version 3.0 - Dec 2009 (found at [http://www.iab.net/media/file/IAB\\_4As-tsandcs-FINAL.pdf](http://www.iab.net/media/file/IAB_4As-tsandcs-FINAL.pdf)) ("IAB Terms") shall also apply to all digital advertisements Published on Publisher's Websites and Apps. To the extent the IAB Terms directly conflict with or are inconsistent with Sections III(A) or III(C) herein, Sections III(A) and III(C) shall govern with respect to digital advertising placed on Publisher's Websites and Apps. The IAB Terms are hereby modified as follows:

(i) Section II(d) of the IAB Terms is hereby modified by changing 24 hours to two (2) business days.

(ii) Section IX(c) of the IAB Terms is hereby modified by deleting the following in the last sentence: "provided that if Media Company has reviewed and approved such Ads prior to their use on the

Site, Media Company will not immediately remove such Ads before making commercially reasonable efforts to acquire mutually acceptable alternative Advertising Materials from Agency."

## C. ADDITIONAL DIGITAL ADVERTISING TERMS & CONDITIONS

**1. IMPRESSION GUARANTEES:** Publisher makes no guarantee or representation as to the quantity and/or quality of visits, impressions, circulation, or other usage of Publisher's Websites or Apps or of the advertisement, or as to the use of any particular tracking or information-gathering devices, unless Publisher expressly agrees otherwise in writing. Advertiser and Agency acknowledge and agree that advertisements and ad impressions Published on Publisher's Websites and/or Apps may be viewed by end users located in and/or outside the United States.

## 2. ERRORS IN OR OMISSIONS OF ADVERTISEMENTS:

In the event of Publisher's errors in or omissions of any advertisement(s) on its Websites or Apps (including, but not limited to, errors or omissions involved in converting Advertiser's ads into an App), Publisher's sole liability shall be limited to a credit of the amount paid attributable to the space of the error (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 5 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 ANY ADVERTISING CREATIVE OR PRINTING COSTS, ADMINISTRATIVE COSTS, AND/OR CONSEQUENTIAL, INDIRECT, INCIDENTAL, PUNITIVE, SPECIAL OR EXEMPLARY DAMAGES WHATSOEVER, INCLUDING WITHOUT LIMITATION, DAMAGES FOR LOSS OF PROFITS, BUSINESS INTERRUPTION, LOSS OF INFORMATION AND THE LIKE.

## 3. ADDITIONAL ADVERTISER WARRANTIES; INDEMNITIES:

In addition to the warranties set forth in Section II above, Advertiser and its Agency, if there be one, each represent and warrant that: (i) none of the advertisements, ad tags (if any) or any other materials provided to Publisher for display on its Websites or Apps 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 conduct or undertake, or authorize any third party to conduct or undertake, any unlawful or improper actions in connection with the Websites or Apps, including, but not limited to, generating automated, fraudulent or otherwise invalid clicks or impressions on Publisher's Websites or Apps, or collecting data contrary to applicable laws or regulations or Publisher's 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



# Terms and conditions continued

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 Publisher's Website and/or Apps 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 disclaims all warranties and guarantees with respect to its Websites and Apps, including, without limitation, warranties and/or guarantees relating to: (a) the availability, uptime and delivery of any impressions or advertisements on any of Publisher's Websites or Apps; and (b) the quantity, quality or frequency of clicks or click-through rates of advertisements on the Websites and Apps. Advertiser acknowledges that third parties other than Publisher may generate automated, fraudulent or otherwise invalid/improper impressions, conversions, inquiries, clicks or other actions on Advertiser's advertisements displayed on Publisher's Websites or Apps. As between Advertiser and Publisher, Advertiser accepts the risk of any such improper actions. Advertiser's exclusive remedy for such suspected improper actions is for Advertiser to request a refund relating to its impacted advertisements in the form of advertising credits on the applicable Website or App within thirty (30) days from the end of the calendar month in which such advertisement is initially displayed on the applicable Website or App. Any advertising credit refunds in connection with the Advertiser's aforementioned requests are within the sole discretion of Publisher.

**5. DATA COLLECTION:** To the extent Advertiser and/or Agency collects or obtains data from any Publisher owned or operated Website or App, whether collected or received via an advertising unit, widget, pixel tag, cookie, clear gif, HTML, web beacon, script or other data collection process, including without limitation "clickstream" or "traffic pattern" data, or data that otherwise relates to usage of the Website and/or App, user behavior, and/or analytics, Advertiser and/

or Agency is subject to the then-current version of Publisher's Third Party Data Collection Policy, which is incorporated herein by reference (a copy of which is available upon request).

**6. MAKEGOODS:** All makegoods relating to digital advertising on Publisher's Websites and Apps shall be determined by Publisher in accordance with Publisher's makegood policy.

