

## Tucson SPORT Magazine, LLC Advertising Terms and Conditions

1. Tucson SPORT Magazine, LLC reserves the right to refuse, reject, or cancel any advertisement at any time for any reason without liability, even though such advertisement was previously acknowledged or accepted. Advertisements that imitate Tucson SPORT Magazine's editorial in appearance, or are not readily and easily identifiable as advertisements are not accepted. Tucson SPORT Magazine does not accept tobacco or alcoholic beverage advertisements.
2. Advertisements must be submitted to the Publisher no later than the published Advertisement Material Closing Date, and must adhere to all Published Advertising Specifications.
3. Advertising agencies or advertisers may not cancel orders for, or make changes to submitted advertisements after the published Advertisement Material Closing Dates.
4. All advertisements are accepted and published upon representation by the advertising agency and the advertiser that they are authorized to grant the right to publish the entire contents of said advertisement and subject matter thereof in Tucson SPORT Magazine, and that such publication in Tucson SPORT Magazine will not violate any law, or infringe upon the right of any person or entity in the said publication of such advertisements. The advertising agency and the advertiser hereby, jointly and severally, indemnify and hold the Publisher, Tucson SPORT Magazine, LLC, harmless from and against any and all claims, damages, liabilities, obligations, losses, and expenses (including, but without limitation, attorneys' fees, and court costs) in connection with the publication of such advertisements, including but without limitation, those arising from claims or law suits for defamation, copyright or trademark infringement, misappropriation, violation of the Lanham Act, or rights, privacy, or publicity, or from any and all other claims known or hereafter devised.
5. Any condition or request on contracts, orders, or copy instructions, including, but without limitation, those involving the placement of advertisements within any issue of Tucson SPORT Magazine (such as page location, competitive separation, or placement of facing editorial copy), will be treated as a request only. The Publisher's inability or failure to comply with any such condition shall not relieve the advertising agency or advertiser from the obligation to pay the Publisher, Tucson SPORT Magazine, LLC, for said advertisements.
6. The Publisher shall not be liable whatsoever for any failure to publish or circulate all or any portion of any issue or issues due to acts of G-d, weather, or any other circumstances not within the control of the Publisher.
7. No Advertising Terms or Conditions, printed or otherwise, appearing on contracts, orders, copy instructions, or elsewhere which conflict with or amend the provisions included in these Advertising Terms and Conditions, which even if inserted unilaterally by the advertising agency or advertiser shall be binding upon the Publisher Tucson SPORT Magazine, LLC.
8. Tucson SPORT Magazine shall pay an agency commission of fifteen (15%) percent to recognized advertising agencies who provide digital advertisements, insertion orders, and upon acceptance of financial responsibility for their clients. Color and position are non-commissionable.
9. Invoices shall be presented on or about the scheduled on-sale date and are due and payable within ten (10) days from said Invoice date. Publisher reserves the right to charge one and one-half (1.5%) percent interest per month, or the maximum rate allowed by law for any past due amounts owed. Publisher reserves the right and is entitled to recover any and all costs and expenses incurred during collection of said past due amounts owed.
10. If the advertising agency or the advertiser requests the Publisher to make any corrections, changes, additions, or deletions to any digital files previously provided by the advertising agency or the advertiser, the Publisher shall bear no liability in connection with such corrections, changes, additions, or deletions. In addition, the Publisher is not responsible for any changes requested or made after the published Advertisement Material Closing Dates. Should Publisher be able to accommodate such requests, the advertising agency or the advertiser agree to pay any and all costs associated with such corrections, changes, additions, or deletions.