

# SHOOTING SPORTSMAN

*The Magazine of Wingshooting & Fine Guns*

## TERMS & CONDITIONS

1. Advertisements are accepted upon the representation that the advertiser and its agency have the right to publish the contents thereof. In consideration of such publication, the advertiser and its agency agree to indemnify and hold publisher harmless against any expense or loss by reason of any claims arising out of publication.
2. Contents of all advertisements are subject to publisher's approval. Publisher reserves the right to reject or cancel any advertisement, insertion order, space reservation or position commitment at any time without cause. Publisher reserves the right to insert the word "advertisement" above or below any copy. It is the policy of the publisher not to accept advertisements for tobacco, some alcoholic beverages, some medical products, or anything otherwise not in keeping with the editorial profile of the magazine. All advertising is subject to review for visual, graphic and mechanical quality as well as grammatical correctness and may be edited for clarity. Where color reproduction is concerned, there will be no restitution for imperfect color matches.
3. Orders specifying space not in conformance with standard units offered will be subject to adjustment to the nearest size feasible and/or pro-rata billing.
4. Publisher is not responsible for errors in publication-set copy.
5. Positioning of advertisements is at the discretion of the publisher, except where a special-position order has been accepted and a 10% premium applied. No-other-ad-on-the-page requests are subject to a 10% position premium.
6. Cancellations are not accepted after the advertising closing date.
7. In the event that no acceptable copy for reserved space is furnished by the deadline, the publisher reserves the right to repeat a previous advertisement or, if none exists, to charge for the unused space.
8. Frequency discounts are based on the number of issues used in a 12-month contract period.
9. For frequency-discount purposes, frequency must be established by written contract and actual performance. Short-rate billing will be issued on cancellation of a contract or failure to fulfill the contracted schedule. If frequency exceeds the original intent, previous billings will be adjusted to the lowest earned rate at the completion of the 12-month contract period.
10. For multiple insertions in one issue, the advertiser will receive 5% off the smaller of the insertions based on the earned frequency discount. The 5% discount does apply to the second page on a 2-page spread.
10. Stock & Trade line advertisements do not contribute to earned frequency on non-classified contracts.
11. New advertisers must prepay their first insertion. Additionally, the publisher requires submission of a completed credit-reference form. (This requirement may be waived for recognized advertising agencies.)
12. Payment is due no later than 30 days from printed invoice date. Unpaid accounts are subject to a late-payment finance charge computed at 1 ½% per month (18% annual rate) on any balance remaining 45 days after the billing date.
13. Should an advertiser's account be placed for collection, the advertiser agrees to pay an additional 35%

collection charge, and court costs if suit is required.

14. Advertising production materials to be returned should be marked "return requested." No material will be returned before the issue is published. Material still on hand may be destroyed after one year.

15. Conditions other than rates are subject to change without notice.

16. Publisher shall not be liable for any costs or damages if for any reason it fails to publish an advertisement. The publisher's liability for any error will not exceed the cost of space for the advertisement in which the error occurred.

17. Publisher shall have the right to hold the advertiser and/or its advertising agency jointly and severally liable for such monies as are due to the publisher for advertising that the advertiser and/or its agency ordered and that was published.

18. Publisher is not liable for delays in delivery and/or non-delivery in the event of an Act of God, action by any governmental or quasi-governmental entity, fire, flood, insurrection, riot, explosion, embargo, strike—whether legal or illegal—labor or material shortage, transportation interruption of any kind, work slowdown, or any condition beyond the control of the publisher affecting production or delivery in any manner.

19. In the event of any dispute, advertiser, agency and publisher agree that these terms and conditions, and any advertising agreement entered into by advertiser and/or agency with publisher, shall be interpreted in accordance with the laws of the State of Maine.

20. Advertiser, agency and publisher agree to be bound by electronic means both to these terms and conditions, and to the specifics of any advertising contracts generated by the publisher.

21. No conditions other than those set forth here and in the Production Guidelines shall be binding on the publisher unless specifically agreed to in writing by the publisher. Publisher will not be bound by conditions printed or appearing on order blanks or copy instructions that conflict with provisions of the publisher's terms and conditions, or publisher's advertising contracts.