

# Advertising Terms & Conditions effective 1/10/22

When you sign, or agree by email or electronic format, and return a Apollo Creative Inc. (ACI) Advertising Order form or your own company-generated advertising order form, either of which pertain to ACI publications and promotions including, but not limited to, *Inside Archery*, and/or ACI-owned websites or mobile apps, you agree to the following:

The Publisher reserves the right to cancel or reject advertising for any reason and at any time, and all orders for advertising are subject to the Publisher's approval. Orders may also be rejected subject to Acts of God, accident, strike, fire, unforeseen price increases in printing in publishing or other occurrences beyond the Publisher's control. The liability for any error, delay, or omission for which it may be held legally responsible shall not exceed the cost of the space paid for and occupied by the error. In no event shall the Publisher be liable for any loss of income, profit, or any consequential damages of any nature whatsoever.

The Publisher assumes no liability for errors or omissions in key contact information or editorial content. All requests made by the Advertiser for positioning, facing editorial adjacencies, separations, or other stipulations are at the sole discretion of the Publisher and cannot be guaranteed.

The Publisher is not responsible for the production quality of furnished inserts and ads, or errors or omissions in such inserts or ads. The Advertiser and/or agency shall be responsible for additional charges incurred by the Publisher arising out of the Advertiser's and/or agency's failure to meet furnished specifications and shall remain liable for the space cost of such inserts or ads in the event they cannot be published. Production costs incurred will be the responsibility of the Advertiser and/or agency.

The Publisher will not be bound by any verbal or printed conditions in the contract, order, copy instructions, or elsewhere which conflict with the provisions of current rate cards or the Terms and Conditions policies of the Publisher. These terms override customer-generated insertion orders.

**All ad materials are due by the published Ad Materials due date.** If you provide ad instructions and/or ad materials after the given due dates, ACI will not be responsible for any errors and/or omissions. If you fail to provide ACI with ad instructions and/or new ad materials, the Publisher may insert your most recent ad that appeared in a ACI title or promotion including, but not limited to, *Inside Archery*, and/or ACI-owned websites or mobile apps.

Ad cancellations must be received in writing at the office of the publication by the Ad Closing date for that issue or the Publisher may insert the most recent ad appearing toward fulfillment of the contract. Advertisers who fail to fulfill the frequency of ads scheduled on the insertion order will be billed a short-rate charge based on the actual earned frequency rate.

If the Publisher accepts an ad that is past the published Ad Materials due date or does not conform to the Publisher's Advertising Specifications, the Publisher accepts no responsibility for fonts, layout, color, or quality of the ad.

All graphic design work is billed at \$120.00 per hour. **Fifty percent payment in advance is required for work to begin on all production and graphic design work orders.** The balance is due upon completion of the work and the subsequent approval of the ad design. **New ad design work will not be released and may not be published until the work order is paid in full.**

The Advertiser and its agency, if one is used, will be billed at a rate of \$120.00 per hour for additional production work required for preparation and/or modification of artwork you supply that is not in compliance with ACI Advertising Specifications, effective 10/31/2017, available in ACI printed media kits or at <http://insidearchery.com/advertise>.

Frequency discounts are determined by the total number of ads run during a publishing year. Short-rates will be charged for ad cancellations based on actual earned frequency rates. 2017/2018 Ad Rates and Publishing Schedules in effect are: *Inside Archery* Rate Card No. 21; Rates and Schedules are in effect for all 2017/2018 issues and promotions. Rate Cards are available at <http://insidearchery.com/advertise>.

Rates are subject to change. Publisher guarantees 30 days notice prior to the effective date of any change in rates. Advertisements will be billed at the current prevailing rates.

**Payment in advance is required for new Advertisers for the first scheduled ad and/ or until credit has been approved.** All Advertisers must have Credit approval for Net-30-Day terms or a current credit card authorization form on file. Upon credit approval, payment for ad is due 30 days from date of the invoice. A credit application form is available at <http://insidearchery.com/advertise>.

ACI will obtain credit references from vendors, other publications and media you are advertising with (regardless if these other publications and media you are advertising with are named on your credit application), and business and consumer credit bureau reports in connection with your request for Net-30-Day billing.

Late payment fees will be assessed as follows: finance charge on your outstanding account balance over 30 days will be the greater of \$30.00 or 1.5% per month. Return Check charge is \$30.00.

**Payment allocation will be as follows: payments will initially be applied to the oldest unpaid invoices, including finance charges, prior to applying payments to new or current invoices.**

By placing an ad with the Publisher, the Advertiser and its advertising agency, if one is used, and/or the Advertiser and all the partners involved in said business, are jointly and severally liable for value received, including advertising, services, promotional products, merchandise, or other valuable consideration, to unconditionally guarantee at all times full and prompt payment of any indebtedness which has been incurred with ACI, and agree to personally guarantee payment of all debts and obligations to ACI.

By placing an ad with the Publisher, the Advertiser and its advertising agency, if one is used, and the Advertiser and all the partners involved in said business, are jointly and severally liable for all costs of collection of past due accounts including, but not limited to, late fees, finance charges, returned check charges, collection agency fees, court costs, and attorney fees.

If the business union no longer exists between the Advertiser and its advertising agency, if one is used, and/or the Advertiser and all the partners involved in said business, you agree that you still remain jointly and severally liable for payment of all debts and obligations to ACI regardless if the business union is still intact during the collection process.

Advertisements are accepted with the understanding that their contents comply with U.S. Postal regulations and other applicable federal and state laws, regulations, and rules. Furthermore, the Advertiser and/or advertising agency are properly authorized to publish the entire contents and subject matter. The Advertiser and/or advertising agency must indemnify the Publisher harmless from and against any loss, expense, or other liability resulting from any suits or claims for libel, violation of right of privacy, copyright infringement, plagiarism, and any other suits or claims that may arise out of the publication of such advertisement.

**No part of any ACI property may be reprinted or reproduced in any format without first obtaining written permission from the Publisher prior to use, including all copyrighted materials published in *Inside Archery*, Apollo Creative Inc. website content, and/or any other promotional products and materials produced and distributed by ACI.**



Advertising Terms and Conditions, effective 10/31/16, apply in accordance with *Inside Archery* Rate Card No. 22, Rate Cards effective with 2022/2023 issues and promotions. See our website at [www.insidearchery.com/advertise](http://www.insidearchery.com/advertise) for details.

