

## 2009 Advertising Rates

### National Rates (gross)

	A	B	C	D	E
<b>VOLUME (PAGES)</b>	Under 7	7 to under 14	14 to under 21	21 to under 27	27+
<b>FREQUENCY (ISSUES)</b>	1-6	7-13	14-20	21-26	27+
<b>Four Colour</b>					
Full Page	\$36,700	\$35,240	\$34,130	\$33,020	\$31,920
Double Page Spread	66,040	63,400	61,420	59,440	57,470
2/3 Page Horizontal or 2 Column	29,370	28,190	27,300	26,430	25,530
1/2 Page Hor. or Ver. or Double 3/4 Column (Junior Page)	27,530	26,440	25,600	24,770	23,940
Banner	21,640	20,780	20,130	19,490	18,840
1 Column or 1/3 Page Square	19,080	18,320	17,740	17,170	16,600
Inside Front Cover/Page One	69,340	66,580	64,490	62,410	60,340
Inside Back Cover	40,370	38,750	37,530	36,330	35,110
Outside Back Cover	44,040	42,280	40,950	39,630	38,300
<b>Black &amp; One Colour</b>					
Full Page	32,290	31,000	30,030	29,070	28,090
Double Page Spread	58,120	55,800	54,050	52,320	50,570
2/3 Page Horizontal or 2 Column	25,830	24,800	24,020	23,260	22,480
1/2 Page Hor. or Ver. or Double 3/4 Column (Junior Page)	24,220	23,260	22,520	21,790	21,070
Banner	19,050	18,280	17,730	17,140	16,580
1 Column or 1/3 Page Square	16,790	16,120	15,610	15,110	14,600
<b>Black &amp; White</b>					
Full Page	28,630	27,480	26,620	25,770	24,900
Double Page Spread	51,530	49,460	47,930	46,360	44,830
2/3 Page Horizontal or 2 Column	22,900	21,980	21,300	20,610	19,930
1/2 Page Hor. or Ver. or Double 3/4 Column (Junior Page)	21,470	20,620	19,970	19,320	18,670
Banner	16,880	16,220	15,700	15,200	14,700
1 Column or 1/3 Page Square	14,890	14,300	13,850	13,400	12,950

## 2009 Advertising Rates

### Regional Rates (gross)

	A	B	C	D	E
<b>VOLUME (PAGES)</b>	Under 7	7 to under 14	14 to under 21	21 to under 27	27+
<b>FREQUENCY (ISSUES)</b>	1-6	7-13	14-20	21-26	27+
<b>Four Colour/Full Page</b>					
Eastern Canada*	\$28,200	\$27,080	\$26,220	\$25,390	\$24,520
Atlantic Provinces or Quebec	5,850	5,600	5,440	5,250	5,090
Atlantic Provinces and Quebec	8,230	7,900	7,660	7,410	7,160
Quebec and Ontario	25,800	24,760	24,000	23,230	22,440
Ontario	23,380	22,440	21,750	21,040	20,340
Ontario and Western Canada	35,220	33,810	32,750	31,690	30,630
Western Canada	15,990	15,340	14,870	14,400	13,900
Prairie Provinces	10,700	10,280	9,950	9,640	9,310
Alberta or Manitoba and Saskatchewan	7,200	6,910	6,690	6,480	6,260
British Columbia and Alberta	12,410	11,930	11,560	11,190	10,820
British Columbia	8,230	7,900	7,660	7,410	7,160
*Ontario, Quebec, Atlantic Provinces					

### City Rates (gross)

	A	B	C	D	E
<b>VOLUME (PAGES)</b>	Under 7	7 to under 14	14 to under 21	21 to under 27	27+
<b>FREQUENCY (ISSUES)</b>	1-6	7-13	14-20	21-26	27+
<b>Four Colour/Full Page</b>					
Toronto and Montreal	12,410	11,930	11,560	11,190	10,820
Toronto	10,910	10,480	10,150	9,830	9,500

### National Reply Card Rates (gross)

	A	B	C	D	E
	<b>Supplied</b>		<b>We-to-print</b>		
			<b>B&amp;W</b>	<b>2/C</b>	<b>4/C</b>
Single	12,810		29,010	30,560	31,900
Double	17,940		40,610	42,810	44,670
Triple	21,800		49,300	51,970	54,230

Maclean's

1 Mount Pleasant Road, 11th Floor, Toronto, Ontario, M4Y 2Y5  
Tel: 416-764-1300



## YOU'RE NEVER TOO LATE.

Book a full page national ad on a Friday, give us material by Monday at noon and see your full page ad in the national edition of *Maclean's* on Thursday. No cancellations accepted after closing dates.

## ISSUANCE KEY

### COVER DATE

\* Double Issue -  
On sale for 2 weeks

### EDITION

**R** Regional Edition  
**E** Executive Edition  
**W** Women's Edition

## 2009 Publishing Calendar

Cover Date	Sales Close	Material Close	On-Sale Date	Edition
January 19	December 22	December 29	January 8	R
January 26	December 29	January 5	January 15	E
February 2	January 5	January 12	January 22	R
February 9	January 12	January 19	January 29	W
February 16	January 19	January 26	February 5	R
February 23	January 26	February 2	February 12	E
March 2	February 2	February 9	February 19	R
March 9	February 9	February 16	February 26	W
March 16	February 16	February 23	March 5	R
March 23 – 30*	February 23	March 2	March 12	E/R
April 6	March 9	March 16	March 26	W
April 13	March 16	March 23	April 2	R
April 20	March 23	March 30	April 9	E
April 27	March 30	April 6	April 16	R
May 4	April 6	April 13	April 23	W
May 11	April 13	April 20	April 30	R
May 18	April 20	April 27	May 7	E
May 25	April 27	May 4	May 14	R
June 1	May 4	May 11	May 21	W
June 8	May 11	May 15	May 28	R
June 15	May 15	May 25	June 4	E
June 22	May 25	June 1	June 11	R
June 29	June 1	June 8	June 18	W
July 6 – 13*	June 8	June 15	June 25	R
July 20	June 22	June 29	July 9	E
July 27	June 29	July 6	July 16	R/W
August 3 – 10*	July 6	July 13	July 23	E
August 17	July 20	July 27	August 6	R

Tentative Schedule: All information is subject to change at any time.

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## ISSUANCE KEY

### COVER DATE

\* Double Issue -  
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### EDITION

**R** Regional Edition  
**E** Executive Edition  
**W** Women's Edition

## 2009 Publishing Calendar

Cover Date	Sales Close	Material Close	On-Sale Date	Edition
August 24	July 27	July 31	August 13	W
August 31	July 31	August 10	August 20	R
September 7	August 17	August 20	August 27	E
September 14	August 24	August 27	September 3	R
September 21	August 31	September 3	September 10	R/E
September 28	September 4	September 10	September 17	W
October 5	September 14	September 17	September 24	R
October 12	September 21	September 24	October 1	E
October 19	September 28	October 1	October 8	R
October 26	October 5	October 8	October 15	E
November 2	October 9	October 15	October 22	R/W
November 9	October 19	October 22	October 29	E
November 16	October 26	October 29	November 5	R
November 23	November 2	November 5	November 12	E
November 30	November 9	November 12	November 19	E
December 7	November 16	November 19	November 26	R/W
December 14 - 21*	November 19	November 24	December 3	
December 28	November 30	December 3	December 10	R/W
January 4 - 11 '10*	December 7	December 10	December 17	R
January 18 - '10	December 21	December 28	January 7	

## 2009 Advertising Information and Specifications

### Mechanical Requirements

Trim Size of Magazine: 7 7/8" wide by 10 1/2" deep			
	Trim Size (WxD)	Bleed Area	Live Area
Double Page Spread	15 3/4" x 10 1/2"	Minimum of 1/8" beyond trim	Minimum of 1/4" inside trim
Full Page	7 7/8" x 10 1/2"		
1/2 Double Page Spread	15 3/4" x 5 1/4"		
2/3 Page Horizontal	7 7/8" x 6 3/4"		
2 Column	5" x 10 1/2"		
1/2 Page Horizontal	7 7/8" x 5 1/4"		
1/2 Page Vertical	3 7/8" x 10 1/2"		
Double 3/4 Column	5" x 8"		
Banner	7 7/8" x 2"		
1 Column	2 3/4" x 10 1/2"		
1/3 Page Square	5" x 5 1/2"		

**BLEED:** For ads intended to bleed, please add an 1/8" beyond trim size

**LIVE:** Please allow 1/4" of type safety inside trim size

**NOTE:** Hold all type matter or illustrative material not intended to trim a minimum of 1/4" (6 mm) from outside trim edges and include 1/8" gutter allowance for spreads (saddle-stitch) and 1/4" (6 mm) gutter allowance for spreads (perfect bound). Publisher is NOT responsible for line-up of type or image running through the gutter on spreads or single page to adjacent insert. Running type or image through the gutter is STRONGLY discouraged. Folding and trimming are subject to variation.

### Production Process

**Printing:** High-speed, web offset lithography.

**Format:** Computer-To-Plate.

**Binding:** Saddle-stitched.

**Magazine Trim Size:** 7 7/8" wide by 10 1/2" deep.

### Supplied Advertising Materials

PDF/X-1a:2001, or a generic PDF created to Rogers Publishing specifications, sent online using Magazines Canada AdDirect at [adirect.sendmyad.com](http://adirect.sendmyad.com). For further information regarding Rogers Publishing specifications refer to [www.rogersdigitalads.com](http://www.rogersdigitalads.com), or contact Production Manager at (416) 764-2833. Rogers Publishing does not accept responsibility for material content, or colour trapping.



## 2009 Advertising Rates

### Rate Discounts

#### Volume

Volume for any edition may be pro-rated on the basis of national circulation to determine the total space subject to volume discounts. Alternatively, regional advertisements may be purchased at their earned regional volume discount and this space may also be pro-rated on the basis of national circulation to determine the volume discount level applicable to any national advertising.

#### Frequency

Advertisers qualify for a frequency discount based on the number of issues used in a contract period. A single issue may be counted more than once for each separate region or for each separately advertised product, split runs excepted. National and regional schedules must be considered separately. Frequency of national units may contribute to, but not benefit from, the frequency discount for regional editions.

#### Combination of discounts

- Advertisers are entitled to either Frequency or Volume discounts.
- Indicated percentage discounts are applied to rates successively, i.e. discounts are multiplicable, not additive.
- The maximum allowable combination discount for any unit is 40% off the "A" rate, except for consecutive page discounts.
- No unit in any schedule may have the effect of reducing the total campaign cost below that of the other units at their earned rates.

#### Multi-year contracts

Available on request.

#### Numerically consecutive page discounts

Discounts apply off the one-time rate, and contribute to Volume and Frequency contracts.

- 3 pages - 25% discount
- 4 pages - 30% discount
- 5 pages - 35% discount
- 6 pages - 40% discount
- 7 pages - 45% discount
- 8 pages - 50% discount

Limited availability in regional editions.

#### Reply cards and inserts

A limited number of reply cards and advertising sections on special insert stock can be accepted in national and regional editions, where mechanically possible. The binding position of such advertising inserts or reply cards (in relation to the top or bottom of the magazine page) is variable according to production factors prevailing on a specific issue.

#### • Inserts

Insert unit sizes include full pages, gatefolds, two-column, double 3/4 column and half-page sizes. More information and rates available on request.

#### • Gatefolds

Mechanical specifications and rates on request.

#### • Cover Flaps

Mechanical specifications and rates on request.

#### • Reply Cards

- Reply cards printed on 7 pt. hi-bulk stock. Single cards 5 7/8" x 4 1/8"
- The publisher reserves the right to set an advertising ceiling on reply cards and/or inserts in any edition and may request that some advertisements be moved one week to facilitate change in production requirements.
- Rates for national and regional editions on request.
- A minimum backup unit of a full page (B&W) or an advertising unit of equivalent rate is required when running a reply card. Address side printed black and white. Mechanical specifications on request.
- Volume of space used in inserts contributes to R.O.P. advertising volume on the basis of dollar equivalency.
- Inserts are non-cancellable.
- Rates are available on request for cards requiring special perforations or gumming.
- The publisher has the option of extending the binding lip of a reply card. Do not print on the lip of a supplied card.
- For cover and closing dates after December 2009, please contact your nearest Maclean's sales office.

#### Cancellations

Not accepted after official closing dates. See 2009 Publishing Calendar for details. The rates set forth in this rate card are effective with the January 19, 2009 issue of *Maclean's*. Announcement of any changes to these rates will be made at least 60 days in advance of the cover date of the first issue to which such rates will be applicable. Such an announcement may be made at any time. If a rate revision is made under this clause and is not accepted by the advertiser, the latter may cancel a contract without short-rate adjustment, except for multi-year discounts.

FOR MORE INFO, EMAIL ADSALES@MACLEANS.CA OR CALL (416)764-1300

## 2009 Advertising Information and Specifications

### General Information

#### Guaranteed Positions

Limited availability.  
10% premium applies.  
Regional copy splits and A/B split runs non-cancellable.  
Mechanical charges for copy and A/B splits (non-commissionable):

- Replacing black plate (any ad): \$1,240
- Replacing two plates (2-colour): \$1,935
- Replacing all four plates (4-colour): \$3,000
- Multiple plate changes in same issue: 65% premium per additional plate change.

#### Fifth Colours

- 30% premium. Full pages and spreads only (national edition).

#### Position Incumbencies

- Advertisers who have purchased cover or other premium positions in the previous year have until two months prior to closing date of the corresponding issue(s) to notify Maclean's in writing of their intention to renew.

#### Special Classifications

- The word "Advertisement" will be placed above copy which, in the opinion of the publisher, resembles editorial matter.
- Rates for charitable, cultural and educational institutions on request.

#### Commission

- Agency Commission: 15% of gross billing allowed on space, colour, position and charges for special insert stock, to recognized agencies only. Commission is not allowed on other charges such as extra mechanical charges, reprints, etc.
- Accounts payable at office of publication in Canadian funds or equivalent funds at the rate of exchange prevailing at time of payment.

#### Copy and Contract Regulations

- Advertisers and advertising agencies assume liability for all content (including text, representation and illustrations) of advertisements printed, and also assume responsibility for any claims and costs arising there from against the publisher.
- Cancellations are not accepted on contracts or insertion orders for covers, special positions, special sections, special issues, special editions, copy split runs and inserts.
- Contracts in force for six months or more may be upgraded, resulting in a space credit for the advertiser, not cash rebates. Such credits must be utilized within 60 days of the expiration of the old contract.
- Advertisers and advertising agencies agree that Maclean's shall be under no liability for its failure for any cause to publish any advertisement.
- Publisher shall be entitled to payment as herein provided upon having completed printing of the advertising and having taken reasonable steps to see that the publication will be distributed.
- Acceptability of all advertising is at the discretion of the publisher.

- Any claim rendered by the advertiser or agency against this magazine, must be filed with the magazine in writing within 60 days following the expiration of the contract.
- Verbal agreements are not recognized by the company.
- Prices are subject to the addition of 5% Goods and Services Tax (GST), where applicable.
- Warranty: The publisher warrants that the deduction of advertising costs for advertising in this periodical is not restricted by Section 19 of the Canadian Income Tax Act. Advertisers who file Canadian tax returns can claim the advertising costs of the publication as business expense.
- Publisher reserves the right to cancel the contract at any time upon default by agency in the payment of bills. In the event of such cancellation, charges for all advertising published shall become immediately due and payable by agency. Further, if there has been any default in the payment of a prior bill, or if, in the judgment of the publisher, the agency's credit becomes impaired, the Publisher shall have the right to require payment for further advertising upon such terms as he/she may see fit.
- Publisher is not bound by any conditions, printed or otherwise, on contracts, insertion orders or copy instructions when such conflict with policies covered by this rate card.

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## 2009 Advertising Information and Specifications

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### Web Information

### NEW! MACLEAN'S

***Macleans.ca*, redesigned and relaunched in November 2008**, is the primary branded web destination for national news and mind-jolting opinion in Canada, with web exclusive National Affairs features, including aggregation of the day's top news stories. *Macleans.ca* goes further to enlighten, engage and entertain our readers with the addition of a contingent of professional commentators, the ever-expanding Blog Central and the introduction of the "*Maclean's 50*" – a diverse field of Canada's most well-known and respected personalities, from journalists to politicians, offering their comments on the issues of the day, everyday. *Macleans.ca* helps users Make Sense of it All.

**For advertising, contact:**

(416) 764-4105 or (416) 764-1796

**[www.macleans.ca](http://www.macleans.ca)**



## 2009 Offices and Representatives

### Contact Information

#### Head Office

One Mount Pleasant Road  
Toronto, ON M4Y 2Y5  
Tel: 416.764.1300  
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adsales@macleans.ca

#### Lorraine Hoefler

Senior Group Ad Director  
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lorraine.hoefler@macleans.rogers.com

#### Laura Cerlon

Manager, Advertising Sales  
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Fax: 416.764.1301  
laura.cerlon@macleans.rogers.com

#### Nick Cino

Director, Consumer Supplements  
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#### Kathryn Murphy

Manager, Advertising Services  
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kathryn.murphy@macleans.rogers.com

#### Ann Heinmaa

Associate Director, Research  
Tel: 416.764.1270  
ann.heinmaa@rci.rogers.com

#### Eastern Regional Office

1200, avenue McGill College  
Bureau 800  
Montreal, QC H3B 4G7  
Tel: 514.843.2530  
Fax: 514.843.2181  
ventespub@lactualite.com

#### Lise Millette

Vice President, Sales, Eastern Canada  
Tel: 514.843.2519  
lise.millette@rci.rogers.com

#### Western Regional Office

1228 Hamilton Street, Suite 304  
Vancouver, BC  
V6B 6L2

#### Karen Marshall

Western Regional Manager  
Tel: 604.739.9975  
Fax: 604.685.9932  
karen@rogerswest.com

#### Western U.S.A. and Hawaii

##### Pete Scott Jr.

Peter Scott & Associates  
San Francisco, CA  
Tel: 415.421.7950  
Fax: 415.398.4156  
petejr@pscottassoc.com

#### England

##### Graeme Brown

David Todd & Associates  
London, England  
Tel: 44.0.20.7538.5811  
Fax: 44.0.20.7538.4911  
graeme@dta.gb.com

#### Germany

##### Renate Gauf and Elmar Gauf

Infopac S.A., c/o Gauf & Gauf  
Oberursel, Germany  
Tel: 49.6171.981660  
Fax: 49.6171.981662  
gaufundgauf@t-online.de

#### Spain and Portugal

##### Fionn O'Brien

Alcala Media  
Madrid, Spain  
Tel: 34.91.326.9106  
Fax: 34.91.326.9107  
fionn.obrien@alcalamedia.com

#### France, Holland, Belgium and Switzerland

##### Jean-Charles Abeille

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#### Austria

##### Hans Csokor

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#### Middle East

##### Adnan Ahmad

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adnan@bsacmena.com

#### Central and South America, Mexico and Cuba

##### Idalia Obregon

Exitto Trade Consulting Inc.  
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Fax: 647.435.3436  
idalia@exitotc.com

#### China

##### Shelly X. Xu

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Tel China: 8610.84811750  
shelly.x@rogers.com

#### Hong Kong

##### Matthew Farrar

Mezzomedia Limited  
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Fax: 852.2581.2239  
mfarrar@mezzogroup.com

#### Japan

##### Shigeru Kobayashi

Japan Advertising Communications Inc.  
Tokyo, Japan  
Tel: (03) 3261.4591  
Fax: (03) 3261.6126  
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### Rogers Publishing Limited

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#### Kathryn Brownlie

Senior Vice President, Sales  
Tel: 416.764.1233  
Fax: 416.764.2891  
kathryn.brownlie@publishing.rogers.com

## General Terms And Conditions

### GENERAL TERMS AND CONDITIONS

The applicable insertion order (to the extent it does not conflict with the terms hereof), the then current rate card of the publication(s) to which the insertion order relates ("Publication") and Publication's then current advertising specifications are incorporated by reference into these terms and conditions and are collectively referred to as the "Agreement". The person(s), firm or corporation contracting with Rogers Publishing Limited ("Publisher") for the insertion of advertising in Publication, whether as principal ("Advertiser") or as agent ("Agency"), shall be deemed authorized for all purposes relating to the Agreement.

### Rates and Commissions

- (a) Publisher reserves the right to change its advertising rates at any time. Rate changes shall be made at least 30 days in advance of the closing date of the first issue to which such rates apply. If a rate change is not acceptable to Advertiser or Agency, it may, within 15 days of notification of such rate change, cancel the Agreement without incurring short rate charges (excluding multi-year discounts).
- (b) Advertising rates are subject to the addition of applicable taxes, including Goods and Services Tax (GST), Harmonized Sales Tax (HST) and a Quebec Sales Tax (QST) where applicable.
- (c) Agency commissions equal to up to 15% of gross billings for space, colour, position or special insert stock are payable to recognized agencies only. Commissions are not payable on extra mechanical charges, reprints, split runs and other such charges.
- (d) Any negotiated discounts are only applicable to and available during the period in which they are earned. Rebates resulting from any and all earned advertiser discount adjustments must be used within 6 months after the end of the period in which they are earned, and will expire if unused during such period.

### Billing and Payments

- (a) Advertiser and Agency shall be jointly and severally liable for payment of all invoices for advertising published in Publication.
- (b) Amounts invoiced are payable upon receipt of invoice. Interest shall be charged at a rate of 1% per month (18% per annum) on amounts outstanding for more than 30 days from the date of invoice.
- (c) Invoiced amounts are payable at Publication's office in Canadian funds, or equivalent funds at the rate of exchange prevailing at the time of payment.
- (d) Publisher reserves the right to change the payment terms to cash with insertion order at any time.

### Cancellation

- (a) Cancellation of the Agreement by Advertiser or Agency is subject to Publisher's approval, in its sole discretion. Agreements for covers, special positions and inserts may not be cancelled by Advertiser or Agency. No cancellations shall be accepted by Publisher after the closing date for advertising space. Short rate charges shall apply to all cancellations by Advertiser or Agency.
- (b) Publisher may, at its option terminate this Agreement for the breach of any term hereof. Upon termination for breach, all charges incurred, together with short rate charges, shall be immediately due and payable.

### Advertising Materials

- (a) All advertising copy is subject to Publisher's approval and Publisher may without notice and without liability reject, discontinue or omit any advertising for any reason at any time.
- (b) The word "Advertisement" shall be placed above copy which Publisher determines resembles Publication's editorial material or that is not immediately identifiable as an advertisement.
- (c) Publisher shall not be responsible for colour or colour trapping or advertising copy that does not conform to digital Magazines Advertising

Canadian Specifications ("dMACS"). Advertising material must be accompanied by a dMACS standard proof. For further information regarding magazine industry standards, please refer to Magazines Canada [www.magazinescanada.ca](http://www.magazinescanada.ca) or dMACS <http://magazinescanada.ca/dmacs.php?cat=dmacs>. Proofing requirements may also be found on [www.rogersdigitalads.com](http://www.rogersdigitalads.com) under "Proofing Info".

- (d) Publisher may insert the advertising anywhere in Publication in its discretion, and any condition on orders or copy instructions involving the placement of advertising shall be treated as a positioning request only and cannot be guaranteed. Publisher's inability or failure to comply with any such positioning request shall not relieve Advertiser or Agency of the obligation to pay for the advertising.
- (e) Publisher shall not be obligated to return any advertising material.
- (f) Any advertising published in Publication may, in Publisher's discretion, be published and archived by Publisher or any anyone authorized by Publisher, as many times as Publisher and those authorized by Publisher wish, in and on any product, media and archive (including anything in print, electronic or other form).

### Warranties, Indemnities, Limitations

- (a) Advertiser and Agency shall be jointly and severally liable for all content (including text, representation and illustrations) of any advertising printed. Advertiser and Agency shall jointly and severally indemnify Publisher, its affiliates and their respective officers, directors, employees, contractors and agents against any and all liability and costs including any legal fees arising from a breach of this Agreement and/or resulting from the publication of the advertising materials, including without limitation, defamation, illegal competition or trade practice, infringement of trademark, trade name, or copyrights, and violation of rights of privacy, property or contract.
- (b) Publisher shall not be responsible for errors or omissions in any advertising materials provided by Advertiser or Agency (including errors in key numbers) or for changes made to such advertising after the applicable closing date.
- (c) Advertiser and Agency agree that Publication shall be under no liability for the failure, for any reason, to publish any advertising or circulate any issue of Publication.

### General

- (a) If Agency has entered this Agreement on behalf of Advertiser, Agency confirms that Advertiser has been provided with a copy of the terms hereof.
- (b) This Agreement constitutes the entire agreement between the parties with respect to its subject matter and supersedes all prior agreements and understandings relating to the subject matter. No changes to this Agreement shall be effective unless made in writing and signed by the party sought to be bound.
- (c) For clarity, Publisher shall not be bound by any conditions, printed or otherwise, appearing on Advertiser or Agency contracts, orders or instructions which conflict with, vary or add to these terms and conditions.
- (d) Neither Advertiser nor Agency may assign any rights or obligations under this Agreement.
- (e) Advertiser and Agency agree not to make promotional or merchandising reference to Publication in any way without the prior written permission of Publisher in each instance.
- (f) No provision of this Agreement shall be deemed waived by a course of conduct unless such waiver is in writing signed by all parties and stating specifically that it is intended to modify this Agreement.
- (g) This Agreement is governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein. Any proceeding relating to the subject matter of this Agreement shall be within the exclusive jurisdiction of the courts of the Province of Ontario.