

THE NEW YORK TIMES DIGITAL PROPOSAL GUIDELINES TERMS & CONDITIONS

The following General Terms & Conditions of Use (“Terms”) shall be deemed to be incorporated into any Insertion Order entered into between The New York Times Company, a New York corporation (“Publisher”) and the company, advertiser or agency identified in the Insertion Order (collectively, “Advertiser”) concerning Advertiser’s placement of Ads by Advertiser on Publisher Sites (as such terms are defined herein).

STANDARD TERMS

All advertising on the Publisher Sites is subject to the IAB/AAAA Standard Terms and Conditions For Internet Advertising Media Buys One Year or Less (Version 3.0) (the “IAB 3.0 Terms”) as amended as follows: (i) in Section XIV(d), “State of New York” shall be inserted into the first blank and “New York City, New York” shall be inserted into the second blank; and (ii) as set forth in these Terms. To the extent of any conflict between these Terms and the IAB 3.0 Terms, these Terms shall govern.

DEFINITIONS

For purposes of these Terms, capitalized terms used but not defined herein have the meanings assigned to them in the IAB 3.0 Terms and the following terms shall have the meanings given to them below.

“**Ad Creative**” means creative content, including but not limited to banners, video, text, links, keywords and HTML, for marketing Advertiser’s service or product pursuant to an IO.

“**Campaign**” is the basic unit of business between an Advertiser and Publisher.

“**Paid Post**” means a dedicated page created by T Brand Studio, the brand marketing unit of Publisher, published in Publisher’s dedicated “Paid Post” native advertising platform.

“**Production Fees**” means the fees for production of custom content by T Brand Studio, Publisher’s brand marketing unit.

INSERTION ORDERS

An IO will be binding only if accepted and signed by Publisher and Advertiser. Each IO will specify for each Campaign: (a) the Deliverables; (b) the price(s) for such Deliverables; (c) the maximum amount of money to be spent pursuant to the IO (if applicable); and (d) the start and end dates. Other items that may be included are, but are not limited to: reporting requirements such as Impressions or other performance criteria; any special Ad delivery scheduling and/or Ad placement requirements; and additional services provided by Publisher.

INVENTORY PROJECTIONS & FIXED POSITION RESERVATIONS

Publisher is a news content provider - all Campaign Impression availability and estimated Share of Voice (SOV) are at time of proposal and subject to change based on variations in news cycles.

Upon request, fixed placements/exclusive sponsorships may be reserved for a maximum of fourteen (14) days. Placement will be released if an IO is not sent forty-five (45) days prior to launch.

Reservations for fixed placements on the nytimes.com home page require a written statement of the Advertiser's intent to purchase. Within thirty (30) days of a Campaign start date, inventory may be re-allocated to another advertiser if Advertiser fails to produce a signed IO within forty-eight (48) hours of notice.

Run of Site (ROS) and section rotational Ads will include distribution on the nytimes.com home page unless Advertiser opts out. Rotational targets not eligible for opt-out include: audience and data targeted items, World News, U.S. News. N.Y./Region, Politics, Opinion/Sunday Review, Sunday Magazine, Jobs, and TimesTopics.

Traffic can be unpredictable, particularly for previously unpublished sponsorship content. Impression estimates for fixed cost, time-based placements are for guidance only and do not represent a guarantee of delivery. If fewer than eighty percent (80%) of the estimated impressions are delivered, we may at our sole discretion issue a make-good equal to or lesser than the difference between the estimated and actual impressions.

E-mail/newsletter subscriber counts fluctuate daily. Impression amounts are current at the time of proposal and are subject to change.

All bonus/remnant impressions are estimates subject to availability and are not guaranteed to be delivered evenly or in full.

Paid placements take priority over bonus & remnant-priced placements; Publisher does not provide make-goods on preemption or under-delivery of bonus/remnant items.

Paid Post Cost-Per-View (CPV) native traffic drivers may deliver additional unbilled views for sixty (60) days after Campaign end date.

RATES & FEES

Quoted rates apply to this proposal only and are valid for sixty (60) days.

For custom Ad production, additional fees may apply. All final costs are subject to a detailed outline of the scope of work and are quoted net (exclusive of an agency

commission). Early cancellation of custom unit(s) can result in a short rate/kill fee for any creative services already rendered.

Paid Post Production Fees must be paid up front, are non-cancelable, non-refundable and are due within fifteen (15) days of date of invoice or applicable IO, whichever is earlier. Development will begin only upon payment of Production Fees.

VIEWABILITY

For viewability-based Ad products, our standard is that seventy percent (70%) of qualifying impressions in any given Campaign meet the **Requirements for Viewable Display Advertising Impressions** as described in the MRC Viewable Ad Impression Measurement Guidelines (*available at [http://www.mediaratingcouncil.org/063014%20Viewable%20Ad%20Impression%20Guideline Final.pdf](http://www.mediaratingcouncil.org/063014%20Viewable%20Ad%20Impression%20Guideline%20Final.pdf)*).

When applicable based on the contract, Advertiser will pay the contracted amount for the full Campaign if seventy percent (70%) or more of the contracted Ad impressions meet the following viewability requirements as measured by Publisher's MRC-accredited viewability measurement service (currently Moat Analytics):

- Standard display Ads: displayed with at least fifty percent (50%) of pixels in view for at least one second. Display Ads of at least 242,500 pixels (a 970 x 250 pixel display ad): at least thirty percent (30%) of pixels in view for at least one second.

Billing of viewable impressions must be agreed to within the IO and will require an increase in cost per thousand (CPM) impressions above our standard rates. Advertiser must provide access to viewable impression reporting prior to the Campaign's launch.

Impressions which cannot be measured for viewability will be presumed to be viewable in equal percentage to average viewability for the remainder of the placement (*e.g.*, if a placement averages seventy-five percent (75%) viewable, seventy-five percent (75%) of non-measurable impressions will also be deemed viewable).

If Advertiser requests viewability measurement based on technology already implemented at the Publisher level (*e.g.*, Moat Analytics), Advertiser is discouraged from running a secondary set of tags for performance reasons. In the event both Publisher and Advertiser are measuring viewability through the same vendor, Publisher metrics will prevail in the event of any discrepancy.

Additional terms around viewability, cancellation, and impression guarantees will be finalized in any executed IO. In no event shall any unexecuted IO be binding on either the Publisher or Advertiser.

FIXED SPONSORSHIP ROADBLOCKS & PREMIUM EXCLUSIVITY

Share of Voice (“SOV”) sponsorships are defined as a percentage of major, above-the-fold Ad units (standard IAB/OPA sizing); (*i.e.*, one hundred percent (100%) SOV = Advertiser owns all major display Ad position at the top of page or collection of pages; other Ads - including tiles, buttons, modules and/or lower display units may also be present on page. Display Ad positions below the fold of the web page will not be owned by the advertiser.

"Exclusivity" (Page Exclusive) is defined as all major display Ad units anywhere on the page(s) (*i.e.*, page exclusive advertiser owns all major display Ad positions, excluding minor Ads such as tiles & buttons, which may also be present on page).

Daily fixed placements are active midnight-midnight EST unless otherwise specified.

Synced display Ads (including fixed section front roadblocks) vary in separation distance, depending on page template, and may have editorial content or another Ad displaying between them.

Home page, section front and/or site-wide takeovers can override all other Ad units for up twenty-four (24) hours. All reasonable efforts will be made to notify affected advertisers in advance and to fulfill guaranteed impressions.

PAYMENT TERMS

Responsibility for Payment

Advertiser agrees to pay for all Ads published by Publisher in accordance with the terms set forth in the IO. Publisher agrees to render invoices to Advertiser or Agency at least monthly. Failure to bill at least monthly shall not constitute a breach of this Agreement.

Billing

Unless Advertiser or Agency makes a good faith written objection within thirty (30) days after billing under this order, such invoice shall be binding.

Credit

Pre-payment is required for certain types of advertising and/or advertisers and agencies. For advertisers and agencies that have received credit approval, payment is due net thirty (30) days from invoice date. Non-payment of outstanding invoices may result in suspension of some or all active Campaigns and inability to book new advertising orders.

Premium Placements

For Campaigns identified in the relevant IO as a “premium placements,” Advertiser or Agency must provide thirty (30) days’ notice to either cancel or pause such Campaign. Placements that require custom Ad production by Publisher may require extended cancellation clauses, which will be outlined specifically with the placement.

Non-cancelable Placements

Certain Campaign programs may be not be cancelled or paused, in which case such restrictions shall be noted on the relevant IO. Please read your IO carefully.

Prolonged Pause

Campaigns that are paused for longer than thirty (30) days will be treated as cancelled Campaigns and the applicable cancellation terms will apply.

Reporting

In cases where an Advertiser is using a third-party server and will rely on those numbers for verification of billable guarantees, the Advertiser must state preferred Impression measurement billing numbers prior to the commencement of such Campaign. Any third-party server must be approved in advance by Publisher. Advertisers shall further provide access to third-party impression reports to Publisher within seventy-two (72) hours of the commencement of the Campaign so that Publisher can monitor delivery numbers.

Impression reports can be provided by (1) online access to daily delivery data or (2) weekly emailed reports of daily delivery data, and a summary for the previous month's delivery shall be provided no later than the 2nd business day of the following month. Agency reporting templates must be provided by Agency prior to Campaign launch, preferably when creative is submitted.

Advertiser and/or Agency agree to be billed against Publisher recorded impression delivery in the event they fail to provide third-party reporting information per the terms described above.

ADVERTISING MATERIALS**Creative Submission**

Ad Content. Advertiser shall provide all of the Ad Creative. Advertiser is solely responsible for all of the Ad Creative including any part created by Publisher pursuant to Advertiser's instructions.

Approved and launch-ready creative tags and/or assets for all non-custom Ad Creative must be delivered to Publisher at least five (5) business days prior to Campaign start date in order to guarantee timely launch of Campaign.

Advertisers and agencies must submit all Ad Creative assets to AdOps@nytimes.com.

Comprehensive site specs details available at: <http://nytmediakit.com/digital>

License. Advertiser grants Publisher a nonexclusive, limited, worldwide, royalty-free, revocable license to market, display, perform, copy, transmit, distribute, and promote the Ad Creative in connection with its obligations hereunder.

Lead Time

Ad Creative that fully conforms to Publisher specifications must be submitted at least five (5) business days prior to Campaign start date in order to guarantee timely Campaign launch. Lead time will increase for custom Ad production as described below.

Custom Ad Production

Lead-time will increase for custom Ad production by Publisher. Additional time should be allotted for video, mobile, podcasts, and custom products such as Flex Frames. Please check with an account manager for more information. Digital Ad specifications available at: <http://nytmediakit.com/specs>.

Additional fees will apply for custom Ad production. All final costs are subject to a detailed outline of the scope of work and are quoted net (exclusive of an agency commission). Early cancellation of custom unit(s) result in a short rate/kill fee for any creative services already rendered. If Advertiser cancels after Publisher commences custom Ad production, a fee will be applied to cover production costs incurred up to the date of cancelation.

Custom Ad Production Requirements

Desktop Templated/Native: All final, approved, and launch-ready assets that meet Publisher's specifications must be delivered to Publisher at least five (5) business days prior to Campaign start date in order to guarantee timely launch of Campaign. If assets are not delivered on time or do not meet Publisher's specifications, the launch date will be rescheduled. If creative changes are requested, additional fees may apply and the start date of the unit will be moved to a later date to be determined by Publisher.

Mobile and Custom Flex Frames: All final, approved and launch-ready assets that are to spec must be delivered to Publisher at least 3 weeks prior to flight start date. There is a limit of three rounds of review. Changes to the scope of the project during the production cycle or additional rounds of review beyond the standard three (3) rounds of review, additional fees may apply and the start date of the unit will be moved to a later date to be determined by Publisher.

CONTENT ADJACENCY

Publisher and its digital properties are committed to the coverage of current events, culture, and people's lives. If Advertiser has brand guidelines with specific topics that need to be considered for any Campaign, those topics must be exhaustively listed on an IO to ensure brand creative positioning as news breaks.

Advertiser must request brand safety targeting in advance of impression delivery. Make-goods and credits will not be issued for impressions already delivered if brand safety specifications are added or changed during the course of the Campaign. Similarly, make-goods and credits will not be issues for unwanted content adjacency identified during Campaign delivery that was not agreed to in advance.

RICH MEDIA & THIRD-PARTY AD SERVING

Publisher will not pay for third-party Ad serving fees on any added value, bonus or remnant priced units and these costs must be paid directly by Advertiser.

Approved vendors vary by platform, device and rich media capability. Please visit the media kit for the complete list of approved vendors:

<http://nytmediakit.com/specs/digital/digital-ad-submission-instructions>.

All rich media/expandable Ad units must be served through a combo tag by an approved third-party vendor, must meet all Publisher specs, and must include a default Ad to serve after the goal has been reached.

Publisher must be notified in advance if Advertiser plans to use a 4th-party vendor to track a third-party-served Ad and confirm which vendor will be source for monthly billing. Publisher must approve any third-party vendor to be used for billing purposes.

Advertisers using third-party Ad servers for billable reporting must provide Publisher with login information for access to self-service reporting at launch of Campaign. Alternately, automated reports must be provided to Publisher, at the requested frequency (*e.g.*, daily, weekly) starting at Campaign launch.

E-mail/Newsletter products must be Publisher-served - no third-party hosted images or 1x1 tracking pixels allowed.

AD VERIFICATION & DATA COLLECTION

No third-parties may collect or use any data gathered from Publisher's digital products, including pixels used for audience data segmentation and re-targeting, without Publisher's express written permission. Full data policy can be found in the Publisher Media Kit (<http://nytmediakit.com/specs/digital/data-collection-use-policy>).

Use of Ad verification services (*e.g.*, Doubleverify, AdSafe, etc.) to run in conjunction with Campaigns must be discussed prior to launch and is subject to approval. Publisher does not pay for these services.

Advertisers requesting verification based on technology already implemented at the publisher level (*e.g.*, Moat Analytics) are discouraged from running duplicative tags for performance reasons. However, in the event both the Publisher and Advertiser are utilizing same measurement vendor, Publisher metrics will prevail in the event of any discrepancy.

Third-party discrepancies on delivery of targeted impressions (*e.g.*, geotargeting, device, behavioral) that equal less than ten percent (10%) of impressions as measured by Publisher Ad server will not eligible for make-goods or credit.

Requests to include third-party code must be made specifically and in advance of Campaign launch and are subject to approval.

All surveys and survey vendors must be approved and reviewed in advance. Recruitment must be instant without the use of pop-unders and cannot be served from the nytimes.com home page. Personally Identifiable Information (PII) cannot be requested from the user in survey questions.

GENERAL PROVISIONS

Term; Termination.

Term. Unless terminated earlier in accordance with these Terms, this Agreement shall begin on the date of signature of the IO (the “Effective Date”) and continue for the term set out in the IO (the “Term”).

Publisher will not be bound by any special clauses relating to legal liability, impression guarantees, or any other condition in contracts or insertion orders that conflict with this IO unless Publisher has specifically agreed in writing.

Publisher accepts no liability for its failure, for any cause, to insert an advertisement. Publisher accepts no liability for any error in an advertisement for which it may be responsible, except for the cost of those insertions which actually contain the error. In order to qualify for allowances, claims must be made within thirty (30) days from date of invoice. Credit for errors will be allowed only for first insertion.

Publisher has the right to refuse to insert Ads which violate its standards of acceptability (which can be viewed at <http://nytmmediakit.com/specs/digital/digital-advertising-acceptability-guidelines>). Ads omitted by Publisher because they violate its standards of acceptability shall not apply toward fulfillment of this contract.

TECHNICAL SPECS

Visit The New York Times Media Kit for up-to-date creative and technical requirements.
<http://nytmmediakit.com/specs/digital/online-ad-specs>