

## **TERMS & CONDITIONS: 1843**

These conditions ("Conditions") apply to all advertisements, insertion orders, drafts and mock-ups submitted to The Economist Newspaper Limited ("Publisher") for publication in the print edition or a digital application edition (a "Digital Edition") of 1843 magazine ("1843"). All words which first appear in these conditions in quotation marks and bold type will have the meaning given to them when they first appear in that form.

### **Bookings**

1. The placing with the Publisher of a booking for the insertion of an advertisement ("Advertisement") in 1843 will amount to acceptance of these Conditions by the party placing the booking ("Buyer"). Any other conditions stipulated by the Buyer either before or after the relevant Advertisement has been submitted shall be void to the extent they are inconsistent with the Conditions. In these Conditions the "Advertiser" means the legal person either advertising the products or services promoted in the Advertisement or making the announcement contained in it.
2. The Buyer contracts with the Publisher as principal.
3. If the Buyer is acting as the advertising agency or media buyer for the Advertiser or in some other representative capacity, the Buyer warrants that it is authorised by the Advertiser to place the Advertisement with the Publisher and will indemnify the Publisher against any claim made by the Advertiser against the Publisher arising from its publication.

### **Acceptance of Advertisements**

4. All Advertisements are accepted subject to the Publisher's approval of the copy and the space being available and the Publisher reserves the right, for any reason at any time, to reject, cancel, suspend publication or change the position of an Advertisement. However, the Publisher will use reasonable efforts to comply with the wishes of the Buyer although it does not warrant the date or position of insertion, the wording or the quality of the Advertisement's reproduction.
5. If an Advertisement does not appear, or does not appear on the specified date, the Publisher will not be liable, whether for breach of contract or otherwise.
6. If any non-appearance of the Advertisement occurs as a result of the act or default of the Advertiser or its servants or agents then the space reserved for the Advertisement shall be paid for in full.
7. The Publisher will not be responsible for any error in the Advertisement, or for any damage to or loss of copy, artwork, photographs or other materials supplied in connection with the Advertisement, which the Buyer warrants it has insured as it thinks fit and retained in sufficient quality and quantity for its purposes.
8. The Publisher reserves the right to destroy all materials received in connection with an Advertisement which have been in its custody for three months, without giving further notice to the Buyer.
9. Material supplied for Advertisements must conform to the Publisher's published requirements. The Buyer must consult with the Publisher before supplying materials in electronic format and ensure the materials comply with the Publisher's specific requirements. Any additional work involved will be charged to the Buyer.
10. The Publisher cannot accept responsibility for errors in key numbers or changes in copy unless these are confirmed in writing before the copy deadline or such later date as agreed by the Publisher. The Publisher reserves the right to charge for any additional expense involved in such changes.
11. The Publisher is not responsible for any adverse consequences for the Advertiser of a print Advertisement being backed by another advertisement with a coupon, reply card or other matter designed for separate use.
12. The Publisher reserves the right to use process colours to match second colour requirements.
13. Advertiser articles, known as Advertorials should adhere to guidelines provided by 1843 and are subject to 1843's editorial approval. They must be labelled as "Advertisement" or "Advertisement feature" (or similar label approved by 1843's editorial staff), should not attempt to deceive readers into thinking the content is from the 1843 editorial staff, include prominent display of the Advertiser's logo, and should not include 1843 logos, branding or trade names or any other logos, branding or trade names of the Publisher, or any third party without express written consent.

### **Cancellation and Copy Deadlines**

14. Cancellations of bookings for print Advertisements appearing on cover positions and opening spreads, known as the "bank" facing Contents cannot be accepted within eight weeks of insertion dates. Cancellations of all other bookings cannot be accepted within six weeks.
15. If copy instructions and materials are not received by the Publisher before the copy deadline, the Publisher reserves the right to repeat the copy last used. Unless the Publisher chooses to repeat such copy, the Buyer will incur forfeiture of the space booked at full cost.
16. The Buyer warrants that the Advertisement complies with all national and international legal and regulatory requirements and codes of practice (whether voluntary or obligatory), in all jurisdictions in which the Advertisement will appear. Without limiting the generality of the foregoing, the Buyer also warrants that the Advertisement: does not contain any libellous, inaccurate, misleading or false material; does not unfairly prejudice the legitimate interests of any third party or infringe or violate any copyright, trade mark or other personal or proprietary right of any person or render the Publisher liable to any proceedings whatsoever; complies with all applicable content and approval requirements of the Financial Services and Markets Act 2000 in the UK, which the Buyer shall deliver to the Publisher forthwith on the Publisher's request to provide written confirmation of any required approval; and complies with all applicable state and federal laws of the USA including laws relating to the offer or sale of securities.
17. The Buyer shall indemnify the Publisher fully and hold it harmless against any and all losses, claims, damages, costs (including legal costs) or liabilities which the Publisher may incur as a result of (i) the Publisher's publication of the Advertisement and (ii) without prejudice to the generality of the foregoing, any breach or alleged breach of any of the warranties set out in clause 16 above.

18. To the full extent permitted by law, the Publisher will not be liable for any loss or damage, whether direct or indirect, including consequential loss or any loss of profits or similar loss, in contract or tort or otherwise, relating to the Advertisement or these Conditions or any error in the Advertisement or any failure of the Advertisement to appear for any cause whatsoever.

#### **Advertisement Rates and Payment Terms**

19. The Publisher reserves the right to adjust the rates to bookings already made on 50 days' notice.
20. Payment for each insertion must be made within 30 days following the insertion date or such earlier date as may be required by the Publisher. If payment has not been received within 30 days, the Publisher reserves the right to charge interest on the overdue amount at the rate of 4% above Barclays Bank PLC base rate accruing from day to day from the day after payment was due to the date of receipt by the Publisher. Any such interest is payable within seven days following the date of the Publisher's invoice charging it. The Publisher reserves the right to suspend insertion of Advertisements where the relevant Buyer is in arrears. The Buyer must pay for the Advertisement irrespective of whether the Buyer has been paid by the Advertiser in respect thereof.
21. The Publisher reserves the right to require that a pre-payment, bank guarantee or other collateral security is furnished as a condition of accepting any booking.
22. Cheques or money orders should be made payable to The Economist Newspaper Limited.
23. Print orders subject to a series discount must be completed within 12 months of the date of the insertion order. Series discounts are granted on a page column basis for an Advertiser's individual campaigns only.
24. If a cancellation results in an Advertiser failing to reach agreed insertion levels to qualify for a series discount, the Advertiser will lose the right to such discount on all previous insertions and will be invoiced by the Publisher accordingly, such invoices to be settled within seven days.

#### **Miscellaneous**

25. The Publisher shall be entitled to reproduce, republish and distribute the Advertisement in any medium (print, electronic or otherwise), and as part of any service, in which The Economist is published or made available under licence from the Publisher and including part of any presscuttings service.
26. The contract which incorporates these Conditions shall be construed under and be governed by the law of England, and for the Publisher's benefit the English courts shall have non-exclusive jurisdiction in respect of any dispute arising.
27. In view of the global nature of 1843's circulation we ask all advertisers to be sensitive to the world's various cultures and to avoid age, racial or sexual discrimination in Advertisements.
28. The heavy demand on Advertisement pages restricts the guarantee of specific publication dates. Although requested dates will normally be adhered to, it would assist the Publisher if alternative dates could be shown for each insertion. If space limitations prevent publication of an Advertisement on the specific date requested, in the absence of an alternative date the Advertisement may automatically be transferred to the following week's issue.

#### **General Data Protection Regulation (GDPR)**

29. The parties acknowledge that each will be an independent Data Controller or a Data Processor in order to fulfil their obligations from time to time under the Agreement. Each of the parties warrant and undertake that they will comply with the requirements of applicable data protection laws and regulations from time to time including the Data Protection Act 1998 of the United Kingdom, Regulation (EU) 2016/679 (the General Data Protection Regulation 2016 or "GDPR") and similar regulations in other jurisdictions and that the parties will acquire all third party rights and consents necessary to fulfil its responsibilities under this Agreement (as applicable). Any references herein to Data Controller or Data Processor will have the same meaning as is defined in the GDPR, and such references will apply to each party as the specific circumstances require.
30. Further, should the Data Processor receive and/or process Personal Data (as defined below) as part of the services, the Data Controller acknowledges and agrees that such Personal Data of EU citizens may be accessed or sent outside of the European Economic Area in accordance with data processing and security standards.
31. The Data Processor acknowledges that any customer or other personal or personally identifiable information received by it from or collected or developed by it for or on behalf of Data Controller or any part of it ("Personal Data") will constitute confidential and proprietary information of Data Controller and that its use and security is governed by law. Without prejudice to the generality of paragraphs 29 and 30 above, the Data Processor will therefore treat the Personal Data accordingly and without limitation agrees and warrants that:
  - (i) it will keep Personal Data confidential and only process the Personal Data in accordance with and for the purposes set out in, instructions received from time to time from Data Controller persons acting on Data Controller's behalf or Data Controller's employees for the purpose of processing Personal Data under the Agreement;
  - (ii) it has and will at all times during the term of this Agreement have, appropriate technical and organisational measures in place to protect any Personal Data against unauthorised or unlawful processing and against accidental loss, destruction or damage. The Data Processor further agrees and warrants that it will have taken all reasonable steps to ensure: (i) the reliability of any of the Data Processor's staff who will have access to Personal Data and (ii) that Personal Data will only be available to such staff members who need to have access to it and have been trained to a suitable standard for compliance with applicable laws;
  - (iii) it will allow Data Controller or its representative access to any relevant premises owned or controlled by the Data Processor on reasonable notice to inspect its procedures, including as described at (ii) above;
  - (iv) it will consider all reasonable suggestions which Data Controller may put to the Data Processor to ensure that the level of protection the Data Processor provides for Personal Data is in accordance with these terms and the GDPR;
  - (v) it will ensure that the Data Processor and any third parties it uses in accordance with the Agreement have appropriate privacy notices, consents and mechanics to deal with data subject's rights and to process Personal Data in order to perform the services under the Agreement, in each case in accordance with the GDPR and all applicable laws;
  - (vi) it will deal promptly and properly with all enquiries from Data Controller relating to its processing or use of the Personal Data;

- (vii) it will notify Data Controller forthwith if a legally binding request for disclosure of the Personal Data is made, or if the subject of any Personal Data ("Data Subject") makes a request for disclosure of the Personal Data or exercises any of a Data Subject's other rights under the GDPR in respect of his/her Personal Data; Data Processor will not respond to any such Data Subject request without the prior written consent of Data Controller;
- (viii) it will, in any of the circumstances in (vii) above co-operate and provide assistance and information as reasonably requested by Data Controller to enable Data Controller to comply with all its obligations under the GDPR;
- (ix) if it sub-contracts to any third party any of its obligations to process Personal Data on behalf of Data Controller, it will only do so after the Data Processor has confirmed who the subcontractor is and Data Controller has had the opportunity (whether or not it exercises that opportunity) to assess-subcontractors technical and organisational measures against unauthorised or unlawful processing of personal data and against accidental loss or destruction of, or damage to, personal data; and
- (x) on termination of the Agreement or at the earlier request of Data Controller, the Data Processor will return all the Personal Data and copies thereof, whether or not in machine readable form, to Data Controller and/or destroy such Personal Data and certify Data Controller that it has done so, unless legislation imposed on the Data Processor prevents it from doing so. In that case, the Data Processor warrants that it: (i) will maintain the confidentiality of the Personal Data and will not process or use it any more except as instructed by Data Controller, and (ii) will destroy the Personal Data within a reasonable time period after such legislation ceases to prevent such action.