

WAN-IFRA Executive News Service

Media Information 2011



Daily newsletter – every day in their mind

The **WAN-IFRA Executive News Service (ENS)** is an initiative of the worldwide research and service organisation for the news publishing industry. It is a product of original research and analysis by WAN-IFRA staff, using only primary source materials.

It contains the most important news of the newspaper industry. Each report gives the latest headlines, linked directly to articles posted on the most reliable and up-to-date websites. Every report contains news in several languages.

It is distributed every weekday by email, free of charge, to about 5,000 personal requested subscribers worldwide. Our subscribers include top executives of many large publishing houses and supplier companies (mainly Chief Executives and their assistants, marketing people and people from editorial departments) across the world.

Since the middle of 2007 everybody who signs up for a subscription to the **WAN-IFRA Magazine** - in print or ePaper format - is subscribed to the **WAN-IFRA Executive News Service**, which guarantees a constantly growth of subscribership.

If you are not familiar with this WAN-IFRA service, we will be pleased to provide you with a copy of the **WAN-IFRA Executive News Service**, or subscribe to this service. Just send an e-mail to Anton Jolkovski, digital publishing manager, at executivenews@wan-ifra.org.

Support the **WAN-IFRA Executive News Service** and make use of the daily worldwide distribution. For more information please contact us.

General Information

Included in the sponsoring fee is the publication of a small ad in the newsletter (please see following sample ad) including your linked website address.

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=== Sample-Advertisement =====
NXTbook Media (tm) optimises print for use on the Internet, using a standard web browser
to expand the reach and effectiveness of the world's leading publishers.
http://www. ....(mail to: .....)
=====
    
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Advertising material:

Material Deadline: text for the ad and the URL, which should be linked, is needed at the latest 3 working days before the beginning of the ordered month

Size: depending on the ordered position 2 or 4 lines text plus URL and email address

Format: no special format required

Position: as ordered

The sponsoring space is available right away and will be sold on a "first come, first served" basis.

Rates

Advertisement Position	includes:	Price per week	Price per month
Premium Position – on top of the ENS (only 1 space available)	4 lines text + 1 line with URL and email address	WAN-IFRA members: EUR 490 Non members: EUR 550	WAN-IFRA members: EUR 1,760 Non members: EUR 1,980
Top Language Position – above each language (up to 4 spaces available)	2 lines text + 1 line with URL and email address	WAN-IFRA members: EUR 290 Non members: EUR 350	WAN-IFRA members: EUR 1,040 Non members: EUR 1,260
Standard Position – at the end of each language (up to 4 spaces available)	2 lines text + 1 line with URL and email address	WAN-IFRA members: EUR 190 Non members: EUR 250	WAN-IFRA members: EUR 680 Non members: EUR 900

VAT to be added, where applicable.

Advertising rates are subject to change, to find the latest updates on the rates and other media information go to our website at www.wan-ifra.org/mediainfo.

Your contact persons:

→ Post address

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→ The “Marketing and Event Management” team



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 Print/online advertising in the:
 WAN-IFRA Magazine, ENS, Website
 and for IFRA Expo



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 sponsoring of WAN-IFRA Events



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Supplier services and media partnerships

§ 1 Scope

(1) The following WAN-IFRA GmbH & Co. KG (hereinafter referred to as WAN-IFRA) general terms and conditions apply exclusively to all advertising contracts with WAN-IFRA as well as for the formation of the contracts. They apply exclusively in relation to businesses in the sense of § 310 paragraph 1 of the German Civil Code.

(2) General terms and conditions of the advertiser that contradict or deviate from the WAN-IFRA general terms and conditions will not become part of the contract, unless WAN-IFRA expressly agrees in writing to their inclusion.

§ 2 Making of the contract

(1) The advertising contract is agreed when WAN-IFRA confirms the ad order in writing or by e-Mail or the ad is distributed, or printed respectively, in the publishing medium concerned.

(2) The deadlines stated in the order confirmation are binding and can be changed only with the agreement of the other contract partner.

§ 3 Right of refusal

(1) WAN-IFRA reserves the right not to publish ad orders due to their content, origin or technical form. In assessing this, uniform, objectively justified principles shall be applied. This shall be the case especially if the ad content is contrary to legal or official prohibitions, contra bonos mores, or publication by WAN-IFRA is otherwise deemed unsuitable.

(2) WAN-IFRA is entitled to remove from the offering already published ads with content that is in violation of legal or official prohibition or contra bonos mores without prior notification of the advertiser. The advertiser will be informed immediately of such a measure. This does not entitle the advertiser to reimbursement.

§ 4 Content and rights to the ad/copyright

(1) The advertiser bears sole responsibility for the content – in particular the accuracy and legal admissibility of the text, graphic and image copy supplied for publication of the ad. WAN-IFRA is not obliged to examine the ad for possible infringement of the rights of a third party. The advertiser is obliged to ensure WAN-IFRA non-liability in case of claims against WAN-IFRA made by a third party arising in any way from the performance of the ad order.

(2) To the extent that registered trademarks are used in the ad publication, WAN-IFRA is granted the authorisation for their use upon receiving the ad order. The advertiser guarantees that the granting of the authorisation is justified.

(3) WAN-IFRA acquires the exclusive copyright and/or other rights of performance for all ads it produces and publishes. Unless otherwise agreed in writing, payment by the advertiser, i.a. for production of the print layout or HTML layout by WAN-IFRA, does not cause an assignment of copyright and/or other protected performances to the advertiser or agency acting on his behalf.

(4) All information (texts, images, etc.) published by WAN-IFRA is subject to its copyright. Exempted from this rule is information published by WAN-IFRA where the production – including the HTML source text – was realised by the advertiser or an agency acting on his behalf. It is only in these cases that copyright is not in the hands of WAN-IFRA, but of the advertiser concerned, or the agent acting on his behalf respectively.

(5) WAN-IFRA will clearly identify as such ads that are not recognisable as ads due to their editorial design.

§ 5 Begin of publication/duty to cooperate of the advertiser

(1) Begin of publication is at a time agreed in writing with the advertiser. If no such time has been agreed in this way, publication will be immediately after the advertising contract has been agreed.

(2) WAN-IFRA is not liable for delays in performance due to force majeure (e.g. strike, lockout, official instruction, telecommunication problems, etc.) and entitle WAN-IFRA to postpone the agreed performances for the duration of their prevention, plus a reasonable start-up time. WAN-IFRA will inform the advertiser immediately about the delays in performance due to force majeure.

(3) The advertiser is responsible for the complete supply of clean, suitable printing copy (including the required translation of texts into English, French, German, Russian and Spanish), in accordance with the specifications in the valid WAN-IFRA Media Datasheets.

The deadline for receiving copy is listed in the planning calendar included in the valid WAN-IFRA Datasheets. WAN-IFRA is not liable for delays caused by the content of the ad text supplied by the advertiser, due either to the content or for technical reasons.

§ 6 Payment, delayed payment

(1) Unless agreed otherwise in writing, the advertiser pays WAN-IFRA the price listed in the rate schedule of the currently valid Media Datasheets for publication of his ad. The valid rate schedule published by WAN-IFRA in the Media Datasheets at the time the order is received from the advertiser shall apply. The listed prices are ex VAT.

(2) WAN-IFRA issues the invoice immediately after publication of the ad and forwards it to the advertiser. Payment in full is due on receipt of the invoice.

(3) The discounts listed in the rate schedule are granted only for the ads published on behalf of an advertiser within a calendar year (January-December). The advertiser is entitled to retroactively claim the corresponding discount for his actually placed orders within the one-year period.

§ 7 Publication

(1) The advertiser affords payment for publication of the ad in the WAN-IFRA print media or Internet pages.

(2) WAN-IFRA undertakes as far as possible to accommodate wishes for publishing ads in preferred positions and editions. But this becomes binding for WAN-IFRA only if confirmed in writing by WAN-IFRA before publication.

(3) Proofs, as described in the Media Datasheets, are supplied only in exceptional cases, where time allows and it is agreed expressly in writing. If the advertiser fails to return a proof within the agreed time limit but that was supplied to him on time, the proof will be considered approved.

§ 8 Changing the ad text

(1) In the case of ads published for a stipulated period by WAN-IFRA in the Internet, WAN-IFRA is obliged, if called upon to do so, to introduce changes during the publication period, on condition that such changes are feasible from both the technical and content points of view. Exempted are all changes concerning the identity of the ad, so that in case of the change being implemented a new advertiser would become recognisable as the author and not the original advertiser.

(2) Changes that WAN-IFRA can carry out with minimum time and effort will not be charged. If that is not the case, WAN-IFRA will inform the advertiser accordingly and only carry out the desired change after calculating the corresponding costs and receiving confirmation from the advertiser that he will bear any additional costs that result for WAN-IFRA.

§ 9 Guarantee

(1) WAN-IFRA guarantees to reproduce the ad in accordance with regular technical standards and in the best possible quality.

(2) There is not considered to be an error in the display if, with ads published in the Internet, display problems are due to

- the use of unsuitable display, software and/or hardware (e.g. browser),
- a fault in the communication networks of other operators,
- a computer failure at an Internet access provider or at an online service or
- incomplete and/or non-updated offerings on so-called proxy servers (temporary stores) of commercial and non-commercial providers or online services.

(3) In case of faulty ad reproduction for which WAN-IFRA is liable, the advertiser is entitled to a faultless replacement ad, but only to the degree in which the purpose of the ad was impaired. If WAN-IFRA is not prepared or in a position for this, refuses to do so or delays taking appropriate action beyond appropriate time limits due to reasons for which WAN-IFRA bears responsibility, or if publication of a replacement ad founders in any other way, the advertiser is entitled to optionally cancel the contract (annulment) or demand a reduction in the advertising price (abatement).

§ 10 Notice of defects

In mutual commercial transactions, the advertiser is obliged to check the published ad immediately after the first publication and give notice of any defects without delay. The time limit for notification of such defects for obvious defects begins with publication of the ad, for concealed defects with their discovery. If the advertiser fails to give notification of the defect, the publication of the ad is considered approved as free of defect.

§ 11 Exclusion and limitation of liability

(1) WAN-IFRA bears no liability, especially in relation to claims on the part of the advertiser for damages on whatever legal grounds, in particular in case of breaches of obligation from the obligatory relation and from non-permitted actions.

This does not apply in cases of mandatory liability by law, especially:

- for own violation of obligation, either deliberate or due to gross negligence, or violation of obligation due to gross negligence by legal representatives or assistants and in case of intention to deceive;
- for the violation of integral contractual obligations (i.e. such contractual obligations that, due to the nature of the contractual relationship, the customer must necessarily be able to rely on their fulfilment) and in the case of justifiable impossibility of performance and major violation of obligation;
- if in the case of violation of such obligations in the meaning of § 241 paragraph 2 German Civil Code our performance can no longer be expected to be tolerated by the customer;
- in the case of injury to life, body and health, also by legal representatives or assistants;
- to the degree that WAN-IFRA has taken over the guarantee for the quality of its performance or the existence of a performance success, or a procurement risk;

(2) In other cases, WAN-IFRA is liable for all claims for damages or reimbursement of expenditure filed against it under the existing contractual relationship due to culpable violation of duties, no matter what the legal ground, not in case of minor negligence.

(3) In the case of the preceding liability under item 11.2 and a liability without fault, especially in initial impossibility and deficiency in title, we are liable only for typical and foreseeable damages.

(4) Liability for indirect damages and consequential damage due to faults, to the extent that WAN-IFRA has not violated a major contractual obligation (see item 11.1) or WAN-IFRA, its senior personnel or assistants is culpable of a premeditated or grossly negligent breach of duty.

(5) Liability, with the exception of premeditation and other legally binding, divergent maximum amount of liability, the total amount of liability is limited to the coverage of the business liability insurance.

At the request of the advertiser, WAN-IFRA will at any time and free of charge provide a copy of the relevant insurance policy.

IFRA undertakes, in the event of a release from obligation to perform on the part of the insurer (e.g. due to breaches of obligation, annual maximisation, etc.), to support the customer with its own resources, excepting cases of premeditated action and injury to body, life or health and other legally binding, divergent liabilities and/or liability provisions, to a maximum sum of EUR 50,000,-. Any greater liability is excluded.

(6) The exclusions or limitations of liability under the preceding items 11.2 to 11.5 apply to the same degree for senior and non-senior personnel as well as other assistants.

§ 12 Retaining originals – Archiving ads

(1) WAN-IFRA must return copy supplied by the advertiser for ad production only if specifically called upon to do so in writing by the advertiser. The obligation to retain copy ends three months after the termination of the ad contract.

(2) WAN-IFRA is not obliged to retain the published ad after the end of the advertising contract.

§ 13 Miscellaneous

(1) If the advertiser is a legal person under public law or a special fund under public law or has no residence in the Federal Republic of Germany, Darmstadt is the exclusive court of arbitration for all disputes arising from the contractual relationship. However, WAN-IFRA is permitted also to proceed against the advertiser at his legal domicile. The place of performance of the mutual obligations under the contract is Darmstadt.

(2) Any subsidiary agreements, changes and additions must be in written form in order to be effective; this applies especially also for the removal of this rule.

(3) For all legal relationships of the parties to the contract the law of the Federal Republic of Germany shall exclusively apply, to the exclusion of the UN Convention on Contracts for the International Sale of Goods (CISG).

As of July 2009