POLICIES

PUBLISHER'S LIABILITY

1. Star Tribune Media Company LLC ("Publisher") is not liable, and shall not issue any credit or adjustment, for slight changes, typographical errors or other errors that do not diminish the value of the advertisement.
2. In the event of an error that materially diminishes the value of the advertisement or a failure to publish or deliver an advertisement in a specified issue or time period, the Publisher's liability shall be limited to one of the following Potential Remedies, selected at the Publisher's option and subject to the Limitations, below:
   a. Potential Remedies (at Publisher's option):
      i. Publishing the advertisement (or republishing a corrected version) as soon as practicable after the error is brought to the Publisher's attention; or
      ii. Crediting the advertiser (or refunding the advertiser's payment) for so much of the space occupied by the advertisement as is MATERIALLY affected by the error.
   b. Limitations.
      i. No credit or refund shall be given for more than one incorrect insertion, unless the Publisher is notified of the error in writing before the publication deadline for the next insertion.
      ii. No credit or refund shall be given for any error if the Publisher receives the request to run the advertisement (or receives corrections or changes to copy submitted as a "proof") after the applicable deadline for publication.
      iii. No credit or refund shall be given for omissions or errors (including but not limited to omissions or errors of key numbers) not included in original text, photos, camera ready repros, negatives or electronically submitted ads submitted by or on behalf of Advertiser/Agency.
      iv. No requests for credit or adjustment due to error may be made more than 10 days after the date of the insertion.
3. No advertisement is "accepted" for publication unless and until it is published and Publisher reserves the right to reverse any acceptance decision.
4. The Publisher will endeavor to publish and/or deliver all approved copy at the dates or times specified by the advertiser, but no specific time period, date, section, page or position is guaranteed.
5. **DISCLAIMER OF WARRANTY; LIMITATION OF LIABILITY. PUBLISHER'S PUBLICATIONS, PRODUCTS AND SERVICES (the "Publisher Products and Services") ARE PROVIDED WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED. IN NO EVENT SHALL PUBLISHER BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF THE PUBLICATION OR FAILURE TO PUBLISH ANY ADVERTISEMENT, EVEN IF PUBLISHER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.** Without limitation, Publisher shall not be liable for any damage arising out of or with respect to any failure to publish or deliver an advertisement; any error in a published and/or delivered advertisement; the operation (or any failure in operation) of the Internet and/or any servers or systems comprising all or any portion thereof; or otherwise from the publication, delivery or dissemination of any advertisement. Publisher does not warrant either the results to be obtained from publication of any advertisement or that Publisher's performance will be uninterrupted or error free.
6. Circulation and Readership data and website usage statistics provided to advertisers represent a general description of past performance and are not a prediction of future performance. Future performance may be higher or lower than past performance.

ADVERTISER'S LIABILITY

1. With respect to each advertisement submitted to the Publisher for publication or other dissemination in one or more of the Publisher Products and Services, the submitting advertiser and/or advertising agency ("Advertiser/Agency") agrees as follows:
   a. The Advertiser/Agency assumes liability for the form and the entire contents (including but not limited to text, photographs, illustrations and artwork; and including, in the case of online advertising, advertising data received either from Advertiser/Agency or from any source designated by Advertiser/Agency for transmission of data) of the advertisement (the "Advertiser Content") published and also assumes liability for any claims against the Publisher arising from the publication and/or electronic dissemination of the advertisement.
   b. The Advertiser/Agency acknowledges and agrees that the Advertiser/Agency is solely responsible for any action to protect its ownership rights in the Advertiser Content. Advertiser acknowledges and agrees that Publisher (i) has no control over the individuals using the Publisher Products and Services and (ii) makes no warranty regarding whether any user will or is likely to copy any Advertiser Content.
   c. The Advertiser/Agency represents and warrants that the Advertiser Content conforms to all applicable laws.
   d. The Advertiser/Agency represents and warrants that it has full ownership rights (including but not limited to trademark, trade name and all other intellectual property rights and interests) in and to the Advertiser Content and/or all licenses necessary to use the Advertiser Content in the Publisher Products and Services that Advertiser/Agency has selected.

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e. The Advertiser/Agency represents and warrants that publication or other dissemination of the Advertiser Content in the Publisher Products and Services shall not be in violation of any trademark, copyright, proprietary right or other right of any person, firm or corporation, and further represents and warrants that there is currently no pending or, to the best of the Advertiser/Agency's knowledge, threatened claim or action by or against the Advertiser/Agency regarding the above-referenced rights, and that, to the best of the Advertiser/Agency's knowledge, there is not currently any use of such rights by others which would or might tend to be adverse to the rights of Advertiser/Agency.

f. The Advertiser/Agency hereby grants the Publisher a perpetual, worldwide, non-exclusive license to reproduce, publish, market, sell, distribute and sublicense copies of the Advertiser Content.

2. The Publisher will not be bound by any conditions, printed or otherwise, appearing on the Advertiser/Agency's insertion orders or copy instructions when such conditions conflict with conditions stated in this rate card.

3. Orders are noncancelable after space deadline, and the Advertiser/Agency will be charged for canceled ads regardless of whether they run or not.

ALTERATION OF PUBLICATIONS, SERVICES AND RATES

The Publisher reserves the unlimited right, whenever and as often as Publisher chooses, to alter any one or more of its publications and services and to change advertising rates and conditions at any time, including, without limitation, by (i) changing the name, format, position and/or subject matter of any of the publications and services and/or adding and/or discontinuing any sections, positions or pages thereof; (ii) changing service providers, platforms, data providers and/or the process by which Publisher receives Advertiser/Agency's data and/or ads; and /or (iii) discontinuing or modifying any advertising rate or applicable terms, in which event the Advertiser/Agency may cancel a contract or space order as of the date the new rates or conditions take effect.

RETAIL RATES

Retail display advertising rates apply to advertising which meets the following two criteria:

1. The following classification of advertising placed by firms with offices or stores in the five-state Local Market Area (Minnesota, Wisconsin, North Dakota, South Dakota or Iowa):

   a. Advertising of motion picture theatres, concerts, plays, exhibitions, museums, seminars, lectures, dances and participatory and spectator sporting events.

   b. Advertising of banks, savings and loan institutions and firms advertising personal, automotive and mortgage loans.

   c. Advertising of local market area cocktail lounges, restaurants and nightclubs.

   d. Advertising of sales, rental or leasing of automobiles or trucks by leasing agencies, automobile owners and automotive dealers and their associations.

   e. Tire, battery and automotive accessory advertising which contains the signature of one or more retail dealers.

   f. Travel advertising including municipalities, chambers of commerce, area associations, resorts, hotels and motels, resort clubs, attraction areas and retail travel agencies.

   g. Advertising of insurance agents or agencies who place advertising to consumers on their own behalf.

   h. Consumer credit card services.

   i. Accredited advertising agencies.

2. Local public transportation companies operating entirely and exclusively within Minneapolis/St. Paul and surrounding suburbs and financial investment firms having a Minnesota address and telephone number.

COPY AND CONTRACT REGULATION

Ownership of Copyright

Advertisements appearing in the Publisher Products and Services shall be deemed the property of the Publisher and shall not be reproduced or used, by other publications or otherwise, without the Publisher's consent.

Conformance to Laws & Publisher's Standards

Advertisements must conform to local, state and federal laws and the Publisher's acceptance standards. The Publisher reserves the right to review and refuse and/or suppress certain data within any advertising for any reason before, during or after publication, if the advertising is to be published over the course of multiple days or other time periods.

POLICIES

News-Style Advertisements

News-style advertising must be presented in such a manner so that a reasonable person easily and consistently differentiates paid advertising from editorial content. All news-style ads must be clearly and consistently labeled as advertising and follow these established rules with regard to graphic treatment.

- The word "ADVERTISEMENT" must be printed at the top of the page in bold, upper case with no spacing between letters (no kerning), no less than 7 points.
- The Star Tribune reserves the right to insert the word "ADVERTISEMENT" above any copy at the advertiser's expense.
- Type for headings and text cannot resemble that used in Star Tribune news and editorial columns. Any variation of the following fonts, and those resembling them, are unacceptable:

* Whitman * Poynter
* TheSerif * Popular

- Six column/full or partial page format is unacceptable; five column or less/full or partial page format is acceptable.
- Advertisements must be bordered on all four sides with a 3 point rule.

Supplements

- News style advertising/advertorial inserts must have "Star Tribune Advertising Supplement" in 18 point type at the top of the front page.
- Custom publications must describe the relationship between the sponsoring content source and the Star Tribune by including the statement "This publication was jointly produced by XYZ organization and the Star Tribune advertising department." This information may be printed on the cover or included in the edit box.

Contract Administration

Advertisers who fail to fulfill their contract will have their account(s) rerated to reflect the rate earned.

Single Sheet Advertising

All single sheet advertisements must include the slug "Advertisement delivered by Star Tribune Distribution Services."

Adult Entertainment Advertising

Adult entertainment advertising includes, but is not limited to: adult video stores, adult nightclubs, adult phone lines, and adult entertainment products. Other restrictions apply.

COMMISSION AND PAYMENT TERMS

Credit Policy

Invoices for advertising charges are due and payable within 25 days of original invoice date. Advertisers with charges over 60 days past the original invoice date will not be allowed to advertise without making arrangements for prompt payment of the balance due.

Orders received containing incorrect rates or conditions will be inserted and charged in accordance with the 2014 rate card.