

# IAAPA Media 2013 Insertion Order

## Publication

**Print:**  Funworld  IAAPA Attractions Expo Trade Show Daily  IAAPA Attractions Expo Trade Show Program  Asian Attractions Expo Expo Program

**Web:**  News Flash e-Newsletter  IAAPA.org

## Ad Size

Spread  Full page  2/3 Page  1/2 Page Horizontal  1/2 Page Vertical  
 1/3 Page Square  1/3 Page Vertical  1/4 Page  300 x 250 IAAPA.org Banner  468 x 60 News Flash e-Newsletter Banner

## Ad Type /Premium Position

**Print:**  Second Cover  Third Cover  Fourth Cover  Opposite Table of Contents  
**Web:**  IAAPA.org Banner One  IAAPA.org Banner Two  News Flash e-Newsletter Leaderboard  News Flash Banner

## Company/Advertiser name and contact info as it should appear in the ad index of the magazine

Advertiser \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_ Country \_\_\_\_\_

Phone \_\_\_\_\_ Fax \_\_\_\_\_

Contact person \_\_\_\_\_

E-mail address \_\_\_\_\_

IAAPA MEMBER number: \_\_\_\_\_

## Materials

Pick-up  New materials to come

## Redirect URL (for web & news banners)

URL \_\_\_\_\_

## Duration of Campaign

### Print

Jan '13  Apr '13  Jul '13  Oct '13  
 Feb '13  May '13  Aug '13  Nov '13  
 Mar '13  Jun '13  Sep '13

### Web

Jan '13  Apr '13  Jul '13  Oct '13  
 Feb '13  May '13  Aug '13  Nov '13  
 Mar '13  Jun '13  Sep '13  Dec '13

## COSTS

Rate per month	\$	TOTAL	\$
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## Payment Options:

Send invoice  Check  Bank Wire Transfer (see below)  Master Card  VISA  American Express  Discover

Card Holder Name \_\_\_\_\_

Card # \_\_\_\_\_ Expiration Date \_\_\_\_\_

Accepted by Advertiser (signature) \_\_\_\_\_

By signing this contract, you agree to the terms and conditions on the back of this page.

### Wire Transfer Information:

Bank of America, 1501 Pennsylvania Avenue, NW,  
 Washington, DC, 20005, Acct: 0020-866-30597, ABA: 026009593.  
 For transfers originating outside the US, use Swift Code BOFAUS3N.  
 Fax/mail a copy of the transaction with this invoice.

### For advertising rates and packages, contact IAAPA:

E-mail: bskepton@IAAPA.org  
 Call: +1 703/299-5749  
 Online: www.IAAPA.org/advertise

# IAAPA Media Terms & Conditions

1. By signing this insertion order, the advertiser agrees to abide by all contract regulations as stated in this media kit. A \$25 charge will be added for a dishonored check. All cancellations must be in writing and shall not be considered accepted until confirmed by the publisher. No cancellations are accepted after the space closing date. Cover positions CANNOT be cancelled. Publisher has the right to refuse any ad for any reason. Advertiser or authorized agency must forward all materials in accordance with deadline schedule. If ad materials are not received by the materials deadline detailed on the editorial calendar, IAAPA reserves the right to pick up previous artwork, if available. If previous artwork is not available, IAAPA reserves the right to cancel with no refund.

2. Invoices are due net 30 days with approved credit. Interest of 1.5% per month will be added to all past due balances. First-time advertisers and/or its advertising agency must submit a credit application or provide payment in full with insertion order. The advertiser and/or its advertising agency agree to pay all costs of collection, including reasonable attorney's fees incurred by the publisher in connection with the collection of any past due account of the advertiser and/or its advertising agency. Publisher shall have the right to hold advertiser and/or its advertising agency jointly and severally liable for such monies as are due and payable to publisher for advertising which advertiser or its advertising agency ordered and which advertising was published. Ad content should be consistent with the industry's best practices in safety.

3. AD CONTENT RULES: Photos or illustrations cannot depict unsafe ride conditions or rider behavior (i.e. hands in air vs. holding on while riding). If advertisements are submitted with aforementioned content, IAAPA can request new artwork, refuse artwork, or modify (within reason) the artwork. Please refer to IAAPA.org for industry safety tips. Ad materials cannot depict rides or other products that infringe upon another manufacturer's copyright or patent. The advertiser warrants and represents that the ad materials provided by advertiser do not violate any laws of any country or any proprietary rights of others (including, without limitation, any copyrights, trademarks, publicity rights, or patents) and that such materials depict the advertiser's own original creation, or that the advertiser has permission from the rightful owner to depict such products. In addition, advertiser warrants that it will not make any claims that are not substantiated or that are prohibited by law

4. INTELLECTUAL PROPERTY ENFORCEMENT POLICY: As a condition for accepting this insertion order, the advertiser agrees to be bound by IAAPA's Intellectual Property Enforcement Policy. In addition, if the advertiser is attending one of IAAPA's exhibitions or shows or is allowing its advertising or marketing materials to be distributed at such show, the relevant provisions of IAAPA's Intellectual Property Enforcement Policy that pertain to the shows will apply. IAAPA reserves the right to request proof that advertiser has adequate documentation or permissions for licensed products or original creations reflected in the ad artwork. IAAPA also reserves the right to request this information in response to a potential complaint from another exhibitor or advertiser. Thus, in an effort to ensure any claims or disputes by advertisers are handled in a non-disruptive manner, IAAPA hereby agrees to provide all advertisers with the services of an intellectual property mediator ("IP Mediator"). The IP Mediator will provide assistance to advertisers by evaluating potential intellectual property infringement claims and will work closely with IAAPA to issue any Sanctions (as defined below), if necessary

The advertiser understands and agrees that the IP Mediator is a neutral party enlisted to mediate and settle disputes between advertisers related to intellectual property or proprietary rights, as well as any violation of this contract. Advertiser understands and agrees to be bound by all decisions made by the IP Mediator at the particular show or conference, and agrees such decisions are final, and shall not be subject to appeal or challenge.

The advertiser understands and agrees that any advertiser may lodge with IP Mediator a complaint against any other advertiser, which after investigation may result in the Sanctions by the IP Mediator or IAAPA. IP Mediator's evaluation of such a complaint will be free of charge to the complaining advertiser. If, however, IP Mediator believes that the complaint is one that identifies a legitimate claim of intellectual property infringement, or a violation of this contract, the complaining advertiser must pay to IAAPA a sum of \$2,500 ("Complaint Fee") to cover IAAPA's costs and expenses for the IP Mediator to evaluate and potentially take any further action and/or issue any Sanctions (as defined below).

Advertiser understands and agrees that the enforcement action or sanctions ("Sanctions") shall be issued by IP Mediator and/or IAAPA in their sole discretion and may include but shall not be limited to: (i) the repayment by defending advertiser to complaining advertiser of the Complaint Fee, (ii) the removal of any advertisement in any and all publications or on display at the show, (iii) restrictions on access or services provided by IAAPA, or (iv) a loss of membership to IAAPA; or (v) a ban from advertising in any IAAPA publication

The advertiser understands and agrees that any determination by IP Mediator and/or IAAPA to issue any Sanctions is not a legal determination that any intellectual property infringement or violation has occurred; instead, Sanctions shall be issued (i) to enforce this contract or (ii) when IP Mediator believes that the advertisement is potentially infringing on another company's intellectual property or proprietary rights

5. Advertiser agrees that IAAPA makes no recommendations or endorsements concerning Advertiser's products or services. Advertiser shall have no obligation to independently verify information or other materials supplied to IAAPA. To the fullest extent permissible pursuant to applicable law, IAAPA disclaims all warranties, express or implied, regarding Advertiser's products or services, including without limitation all warranties of title, non-infringement, merchantability and fitness for a particular purpose. IAAPA does not guarantee, warrant, or endorse the products or services of any firm, organization, or person. Advertiser hereby agrees to indemnify and hold harmless IAAPA, as well as its subsidiaries, affiliates, directors, officers, agents, and employees, from and against all claims, liabilities, and expenses, including reasonable attorney's fees, which may result from Advertiser's acts, omissions, or breach of this Agreement, including any determination by IAAPA or the IP Mediator that a violation or a potential violation of an intellectual property right occurred. Such release will include but not be limited to any claim of trade libel, defamation, unfair competition, or negligence. IAAPA's limitation of liability (whether in contract, tort, negligence, strict liability, product liability, under statute or otherwise) related to this Agreement and/or the Intellectual Property Enforcement Policy shall not exceed the aggregate of the fees, expenses, and additional compensation paid by the advertiser to IAAPA. UNDER NO CIRCUMSTANCES SHALL IAAPA BE LIABLE TO ADVERTISER FOR INDIRECT, INCIDENTAL, CONSE-

QUENTIAL, SPECIAL, OR EXEMPLARY DAMAGES, EVEN IF IAAPA HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, ARISING FROM ANY PROVISION OF THIS AGREEMENT

6. DIGITAL EDITON: The same ad placed in the print edition of Funworld will also appear in the respective digital edition.

7. OUTBOARDING POLICY: Outboarding is defined as marketing, sales, and hospitality events conducted by exhibitors and others capitalizing on the presence of buyers and/or sellers attending the original conference and trade show without previously notifying a trade show organizer and finalizing an arrangement that benefits both parties. This practice is considered unethical and is condemned by IAAPA. It includes practices such as "coat-tailing," "piggy-backing," co-location of events, and large-scale hospitality events, particularly during show hours. It also includes any advertising in any IAAPA publication or e-publication that violates this policy.

8. ELECTRONIC ADVERTISING TERMS: Advertiser will provide logo or banner ad image file to IAAPA. IAAPA reserves the right to refuse any advertisement graphic that does not arrive 7 business days before the advertiser would like the banner to be produced online or in the e-newsletter. IAAPA agrees to display an advertising banner for the advertiser with a link from the banner to the advertiser's page. The banner will continue to be displayed for the duration of the contract. The contract is paid in advance and is automatically terminated at the end of this period should no further arrangements be made. There are no refunds for early cancellation. The advertiser agrees to supply ad banner(s) and the URL for the link.

Usage Statistics: IAAPA makes no guarantee to any published numbers at any given time. IAAPA shall not be held liable for any claims as they relate to said usage statistics. IAAPA is not required to provide advertisers with usage statistics.

9. COLLECTIONS POLICY: a) If any payments for any IAAPA product (FUNWORLD advertising, membership dues, et al. are 30 days or more overdue to any of IAAPA's three Expos three months out, two months out, or one month out, exhibit space will be pulled from the prior appropriate floor and made available to other customers. (Example, for IAAPA Attractions Expo in November, any debts outstanding 30 days or more by September 1, October 1, and November 1 will face the aforementioned penalty.) b) If advertising payments are overdue by 90 days, membership benefits will be suspended until the debt is paid in full.

10. IAAPA reserves the right to reject any ad or ad content for any reason, in IAAPA's sole discretion

11. Advertiser hereby agrees that the exclusive jurisdiction for any dispute, claim, or demand related in any way to the enforcement or construction of this Agreement will be decided by binding arbitration in Virginia. Specifically, all disputes between Exhibitor and Association shall be submitted to Judicial Arbitration and Mediation Services, Inc. ("JAMS") for binding arbitration under its rules then in effect in the Arlington, Virginia, USA area, before one arbitrator to be mutually agreed upon by both parties. The parties agree to share equally in the arbitration costs incurred. It is the intention of the parties that all questions with respect to the construction and enforcement of this Agreement and the rights and liabilities of the parties hereto shall be determined in accordance with the laws of the State of Virginia, in the United States.