

# Standard terms and conditions for advertising contracts

These terms and conditions describe the requirements for advertising in all the media properties of *South Carolina Living Magazine* (the “Publisher”) for any person or entity choosing to purchase marketing or advertising assistance (the “Advertiser”).

The media properties include, but are not limited to, the printed monthly magazine, the digital edition of the printed magazine, the website [www.SCLiving.coop](http://www.SCLiving.coop), one or more emailed electronic newsletters, the Facebook page [www.facebook.com/SouthCarolinaLiving](http://www.facebook.com/SouthCarolinaLiving), videos, and various events at which the Advertiser may exhibit its products or services.

- 1. All advertisements** are subject to the Publisher’s approval. The Publisher reserves the right to reject any advertisement or portion thereof.
- 2. Accepted advertising must be in accordance with certain standards.** We generally refuse advertising for political candidates, parties and campaigns; health products lacking FDA approval; a firm or individual that could be in conflict of interest with S.C. electric cooperatives or give the appearance thereof; an employee or trustee of an electric cooperative; and alcoholic beverages. However, at the Publisher’s discretion we may accept ads for distillery, brewery, winery and cidery tours.
- 3. Advertorial, sponsored or “native content”** may be accepted when it conforms to Publisher’s guidelines and all relevant USPS and FTC regulations.
- 4. Contract deadlines:** The closing (deadline) date for space contracts is 5 p.m. on first (1st) day of the month prior to the month of publication, for example, April 1 for the May issue, or earlier if allotted space is sold. If the first day of the month occurs on a weekend or holiday, the closing date will be the following business day.
- 5. Art deadline:** The deadline for receipt of print-ready art is 5 p.m. on the seventh (7th) day of the month prior to the month of publication, for example, April 7 for the May issue. If the seventh day of the month occurs on a weekend or holiday, the deadline date will be the following business day.
- 6. First-time advertisers** are required to pay in advance. Proof of creditworthiness and good standing with customers may be required.
- 7. Terms:** net 30 days from date of invoice with approved credit.
- 8. Methods of payment:** The Publisher accepts checks and VISA and MasterCard credit cards. Cash discounts are not available.
- 9. Liability for payment:** Publisher may hold Advertiser and agency jointly and severally liable for all sums due and payable to the Publisher.
- 10. Frequency rates:** Advertising ordered at a frequency discount rate and not earned within 12 months of the first insertion will be billed at the earned rate (short rate).
- 11. Positions:** Guaranteed position rates are available. Otherwise, all ads are accepted as run-of-publication with positioning at the Publisher’s discretion and the Advertiser’s requests followed to the extent practical within regular makeup limitations and policies.
- 12. Inserts:** Rates available on request. Insertion order and a sample or mock-up of insert should be provided to Publisher 60 days prior to the intended month of publication. Inserts must meet postal regulations and printer’s specifications. Advertiser is subject to additional cost if postage increases due to weight of insert.
- 13. Classified advertising:** The Publisher does not accept classified advertising.
- 14. Editorial space** in the Magazine cannot be purchased. Such space is not sold.
- 15. Publisher’s liability:** The Publisher is not responsible for errors in key numbers/codes or for copy changes received after the closing date. If a scheduled advertisement is not published, Publisher’s liability is limited to a refund to the agency or Advertiser of an advance payment, if any, for the omitted advertisement. Liability for any error in a published advertisement will not exceed the cost of the space occupied by the advertisement.
- 16. Agreements between the parties** for the Advertiser to purchase marketing or advertising assistance must be in writing. Verbal orders will not be accepted. Any amendments, extensions, renewals, or modifications must also be agreed to in writing, which may be accomplished electronically. Cancellations also must be made in writing.
- 17. After the closing (deadline) date,** cancellations will not be accepted.
- 18. Cooperation:** The parties agree to work together on all layout and design issues.
- 19. Choice of Law:** The parties agree that this agreement and any amendments, extensions, renewals, or modifications thereof shall be governed by South Carolina law.
- 20. Paid advertisements** are not endorsements or promotions by any electric cooperative or by the Publisher.
- 21. The printed Magazine** is published monthly except December.
- 22. South Carolina Living Magazine** and all of its media properties are owned by The Electric Cooperatives of South Carolina Inc., 808 Knox Abbott Drive, Cayce, SC 29033. Phone: (803) 739-5074.