2017 MEDIA KIT DOCUMENTALI WEEKLY

2017 Edit Calendar

Entertainment

AD CLOSE ON SALE

ISSUE DAT	E	AD CLOSE	ON SALE	ISSUE DATE	
12/30/16-1/6	FIRST LOOK MOVIES & TV	12/12/16	12/23/16	7/21-7/28	COMIC-CON PREVIEW
1/13	WINTER TV PREVIEW	12/19/16	1/6/17	8/4	COMIC-CON WRAP UP
1/20		12/26/16	1/13/17	8/11	
1/27		1/2/17	1/20/17	8/18-8/25	FALL MOVIE PREVIEW
2/3-2/10	OSCAR NOMINATIONS	1/9/17	1/27/17	9/1	
2/17	BEYOND BEAUTIFUL	1/23/17	2/10/17	9/8	FALL MUSIC PREVIEW
2/24-3/3		1/30/17	2/17/17	9/15-9/23	FALL TV PREVIEW (PERFECT BOUND)
3/10	OSCARS WINNERS & LOSERS	2/13/17	3/3/17	9/29	(FERFECT BOOND)
3/17-3/24		2/20/17	3/10/17		
3/31		3/6/17	3/24/17	10/6	
4/7-4/14		3/13/17	3/31/17	10/13	
4/21		3/27/17	4/14/17	10/20-10/27	HALLOWEEN HORROR SPECTACULAR
4/28-5/5	SUMMER MOVIE PREVIEW	4/3/17	4/21/17	11/3	OSCAR RACE IS ON/ HOLIDAY GIFT GUIDE
5/12		4/17/17	5/5/17	11/10	
5/19	SUMMER MUSIC PREVIEW	4/24/17	5/12/17	11/17	
5/26		5/1/17	5/19/17	11/25	DIGITAL BINGE GUIDE
6/2-6/9	SUMMER TV PREVIEW	5/8/17	5/26/17	11/23	DIGITAL BINGE GOIDE
6/16		5/22/17	6/9/17	12/1	
6/23	LGBT	5/29/17	6/16/17	12/0	YEAR END/ BEST & WORS
6/30		6/5/17	6/23/17	12/13-12-22	FIRST LOOK
7/7		6/12/17	6/30/17		FIKƏT LOOK
7/15	DIGITAL BINGE GUIDE	6/19/17	7/7/17		
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7/21-7/28	COMIC-CON PREVIEW	6/26/17	7/14/17
8/4	COMIC-CON WRAP UP	7/10/17	7/28/17
8/11		7/17/17	8/4/17
8/18-8/25	FALL MOVIE PREVIEW	7/24/17	8/11/17
9/1		8/7/17	8/25/17
9/8	FALL MUSIC PREVIEW	8/14/17	9/1/17
9/15-9/23	FALL TV PREVIEW (PERFECT BOUND)	8/21/17	9/8/17
9/29		9/4/17	9/22/17
10/6		9/11/17	9/29/17
10/13		9/18/17	10/6/17
10/20-10/27	HALLOWEEN HORROR SPECTACULAR	9/25/17	10/13/17
11/3	OSCAR RACE IS ON/ HOLIDAY GIFT GUIDE	10/9/17	10/27/17
11/10		10/16/17	11/3/17
11/17		10/23/17	11/10/17
11/25	DIGITAL BINGE GUIDE	10/30/17	11/17/17
12/1		11/6/17	11/21/17
12/8		11/13/17	12/1/17
12/15-12-22	YEAR END/ BEST & WORST	11/20/17	12/8/17
12/29-1/5/18	FIRST LOOK	12/4/16	12/22/16

2017 Digital Edit Calendar

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NAME	ТҮРЕ	MEDIA FLIGHT	ISSUE	ON-SALE
GOLDEN GLOBES	Site Special	1/2-1/16	N/A	N/A
WINTER TV	Site Special	1/6-2/19	Winter TV Preview	1/6
SUNDANCE	Extended Coverage	1/16-1/30	TBD	TBD
SAG	Extended Coverage	1/16-1/30	N/A	N/A
OSCARS	Signature Site Special	1/23-3/17	Oscar Issues	1/27. 3/3
GRAMMYS	Site Special	1/29-2/13	Grammy Insider	TBD
VALENTINE'S DAY	Extended Coverage	2/7-2/14	N/A	N/A
SXSW/MUSIC FESTIVALS HUB	Site Special	13/6-3/24	N/A	N/A
MTV MOVIE AWARDS	Extended Coverage	4/3-4/16	N/A	N/A
MUSIC FESTIVALS HUB	Site Special	March-April	N/A	N/A
SUMMER MOVIE GUIDE	Site Special	4/21-8/6	Summer Movie Preview	4/21
SUMMER MUSIC GUIDE	Extended Coverage	5/12-5/26	Summer Music Preview	5/12
ATX	Extended Coverage	6/8-6/15	N/A	N/A
TONYS	Extended Coverage	6/8-6/15	N/A	N/A
VIDCON	Extended Coverage	6/18-7/7	N/A	N/A
COMIC-CON	Signature Site Special	7/14-8/4	Comic-Con Preview Comic-Con Wrap Up	7/14. 7/28
FALL FILM FESTIVAL	Extended Coverage	AugNov.	N/A	N/A
FALL MOVIE PREVIEW	Site Special	8/11-10/26	Fall Movie Preview	8/11
FALL MUSIC PREVIEW	Extended Coverage	9/1-9/15	Fall Music Preview	9/1
FALL TV	Signature Site Special	9/8-11/30	Fall TV Preview	9/8
MTV VMA'S	Extended Coverage	AugSept.	N/A	N/A
EMMYS	Signature Site Special	September	Emmy Insider Emmy Wrap Up	TBD
POPFEST	Site Special	OctNov.	TBD	TBD
HOLIDAY MOVIE GUIDE	Site Special	OctDec.	Holiday Movie Preview	10/28
HOLIDAY GIFT GUIDE	Site Special	NovDec.	Holiday Gift Preview	12/8
YEAR END/BEST & WORST	Site Special	12/8-12/23	Year End/Best & Worst	12/8
FIRST LOOK	Site Special	12/22-1/28	First Look	12/22

UPDATED 3/28/17; DATES AND FEATURES SUBJECT TO CHANGE

Signature Site Special: Dedicated hub with special features, applications and promotions. Site Special: Dedicated hub for content. Sponsorship surrounds hub. Extended Coverage: No dedicated content hub. Media targeted around individual pieces.

2017 Rate Card

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4 COLORS

Full Page	\$192,900
2/3 Page	\$160,700
1/2 Page	\$125,500
1/3 Page	\$86,900
1/5 Page	\$54,100
Cover 2	\$231,400
Cover 3	\$212,200
Cover 4	\$250,800

BRC INSERT CARDS				
Reg-Supplied	\$154,400			
Reg-We Print	\$192,900			
Oversized-Supplied	\$173,600			
Oversized-We Print	\$221,900			

RATE BASE

1,500,000

Circulation includes the print and digital editions of the Magazine. Qualified full-run advertisements will run in both editions. See MAGAZINE ADVERTISING TERMS AND CONDITIONS for additional information including opt-out and upgrade options.

BLACK & WHITE

Full Page	\$154,400
2/3 Page	\$128,700
1/2 Page	\$100,400
1/3 Page	\$69,500

2017 Audience Profile

Entertainment

% OF COMP. **ADULT READERS** 11.8 Age 18-24 Age 18-34 28.2 Age 18-49 58.5 Age 25-54 57.9 18.7 Age 35-44 Age 45-54 22.7 Age 55+ 30.3 Attended/Graduated College+ 64.6 Adults with Children in Houshold 37.9

TOTAL READERS

9,243,000

Total Women	5,269,000
Percentage	57%
Total Men	3,974,000
Percentage	43%
Median Age	46.3
Median HHI	64,306

MRI FALL 2016

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MAGAZINE PROFILE ADULTS

	AUDIENCE (000)	COVERAGE (%)	COMP (%)	INDEX
Adults	9,243	3.8	100.00	100
Men	3,974	3.4	43.0	89
Women	5,269	4.2	57.0	11C
Readers-per-copy	5.67			
AGE				
18-24	1,090	3.6	11.8	95
21+	8,801	3.8	95.2	101
21-29	1,431	3.7	15.5	97
25-34	1,518	3.5	16.4	93
35-44	1,731	4.3	18.7	114
45-54	2,102	4.9	22.7	129
55+	2,802	3.2	30.3	85
65+	1,091	2.4	11.8	62
18-34	2,608	3.5	28.2	94
18-49	5,410	4.0	58.5	106
25-54	5,350	4.2	57.9	112
35-54	3,833	4.6	41.5	12
Women & Age 18-34	1,329	3.6	14.4	95
Women & Age 25-54	3,013	4.7	32.6	124
Median Age	46.3			
EDUCATION				
High School Graduate+	8,339	3.9	90.2	103
Any College	5,972	4.2	64.6	111
Grad Coll+	2,738	3.8	29.6	99
HOUSEHOLD INCOME				
\$50,000+	5,750	3.8	62.2	10′
\$60,000+	4,911	3.7	53.1	99
\$75,000+	3,902	3.7	42.2	97
\$100,000+	2,795	3.8	30.2	99
\$150,000+	1,163	3.4	12.6	90
Median HHI	\$64,306			
EMPLOYMENT				
Employed	5,968	4.0	64.6	106
Professional/Managerial	2,473	4.2	26.8	11

	AUDIENCE (000)	COVERAGE (%)	COMP (%)	INDEX
HOUSEHOLD				
Any Kids < 18 Years in HH	3,494	3.6	37.8	96
Any Kids 12-17	1,780	3.9	19.3	102
Any Kids 6-11	1,746	3.7	18.9	99
Any Kids < 6	1,631	3.3	17.7	88
Moms	1,830	3.5	19.8	93
Moms and Any Kids < 6	960	3.5	10.4	93
Moms and Any Kids 6-11	867	3.4	9.4	90
Moms and Any Kids 12-17	833	3.4	9.0	89
MARITAL STATUS				
Never married	3,206	4.6	34.7	123
Now married	4,237	3.3	45.8	87
Legally separated/ widowed/divorced	1,800	3.9	19.5	103
Engaged	681	5.8	7.4	152
CENSUS REGIONS				
North East	2,015	4.6	21.8	121
South	3,047	3.3	33.0	87
Midwest	1,638	3.1	17.7	83
West	2,542	4.5	27.5	120
RACE				
White only	6,025	3.3	65.2	88
Black/African American only	1,760	6.0	19.1	157
Other race	1,457	4.2	15.8	111
Hispanic	1,295	3.4	14.0	91

2017 AD Specs

Entertainment

1) All Web Offset. EW subscribes to the SWOP (Specifications for Web Offset Publications) standards. For complete mechanical requirements, visit our Web site at direct2time.com.

2) File Submission. All files must be submitted via the Ad Portal. For instructions on how to register and download the client application, please visit our website at direct2time.com. Preferred digital file format is PDF/X1a. No application files such as QuarkXPress documents will be accepted. All digital files must conform to SWOP specifications.

- Maximum single files size, including all marks, identification and agency information (image size) is 11" wide by 17" high.
- Maximum spread file size, including all marks, identification and agency information (image size) is 22" wide by 17" high.
- Right-reading, portrait mode, 100% size, no rotations.
- Standard trim, bleed and center marks in all separations must be located $\mathcal{V}2^{\prime\prime}$ outside trim size.

Desktop File Format

Desktop applications (InDesign and others) must be saved as PostScript (Print to File) and converted to PDF/X1a. The DDAP PPD and DDAP Distiller settings must be used when creating PostScript and PDF files. These may be downloaded from our Web site at direct2time.com. We accept PDF/X1a files as well.

Only one ad per file. All of the high-resolution images and fonts must be included when the PostScript file is saved. Use only Type 1 fonts—No True Type fonts or font substitutions are allowed. Do not apply style attributes to fonts. Images must be SWOP (CMYK or Grayscale, no RGB colors and no spot colors accepted) TIFF or EPS format (no JPEG or JPEG filter) between 200 and 400 dpi. Do not embed ICC Profiles within files. Total area density should not exceed SWOP standard 300% TAC. Do not nest EPS files within other EPS files. All required image trapping must be included in the file. The file must be right-reading, portrait mode, 100% size, no rotations.

In addition, please call or send test files when updating software.

3) Proofing. EW Magazine is 100% Virtual Proofing at all of our printing plants.

If you own a Virtual Proofing System:

Virtual proofing, also known as monitor based softproof, is a process that does not require the use of hard proofs. The virtual proofing system must be a SWOP certified system and recently calibrated to the manufacturer's Application Data Sheet (ADS). We require the use of TROO5 as the output profile. In addition, the type of system and profile used must be communicated in the file as part of the information slug (please refer to direct2time.com for instructions on downloading a sample slug).

For a complete list of SWOP certified virtual proofing systems, please visit www.swop.org.

If you DO NOT own a Virtual Proofing System:

If you opt to use a hard proofing system, please calibrate your hard proofing device to TR005. The use of hard proofs is for internal approvals only. We no longer require hard proofs.

Type Reproduction

Fine lettering (thin lines, serifs) should be restricted to one (1) color. Reverse lettering: Dominant color should be used for shape of letters with subordinate colors spread slightly to reduce register problems. Surprinting: When type is to be surprinted, the background should be no heavier than 30% in any color, and no more than 90% in all four colors.

4) Trim Size is 7⁷/₈" x 10¹/₂".

5) Unit Sizes Available

	BLEED	LIVE/SAFETY	TRIM
Page	81/8" x 103/4"	7" x 10"	71⁄8″ x 101⁄2″
Spread	16" x 10¾"	15" x 10"	15¾" x 10½"
½ Page Vertical	41⁄8" x 103⁄4"	3¾″ x 10″	71⁄8″ x 101⁄2″
1/6 Page Vertical (Half Column)	81/8" x 103/4"	N/A	N/A
⅓ Page Vertical (One Column)	3″ x 10¾″	21/8" x 10"	2¾" x 10½"
3 Page Vertical (Two Columns)	5¼" x 10¾"	4¼"x 10"	5″ x 10½″
⅓ Page Horizontal	81/8" x 33/4"	7″x 3½″	7‰″ x 35⁄8″
½ Page Horizontal	81⁄8" x 51⁄4"	7″x 4½″	7%″ x 5″
½ Spread Horizontal	16" x 5¼"	15″x 4½″	15¾″ x 5″
⅓ Spread Horizontal	16" x 3¾"	15″x 3¼″	15¾″ x 3¾″
⅓ Square	5¼" x 5¼"	4%″x 4%″	5″ x 5″

6) Live matter intended to print must be positioned in accordance with the live/safety spec of the ad, for both full and partial page ads. Live area is 1/4" from top and bottom and 3/8" on either side (based on trim size).

Spreads and half horizontal units: Type crossing the gutter should be positioned 1/16" from center fold on each page to provide 1/8" total separation. Safety for live area is 1/4" from top and bottom. Safety for face sides is 3/8". Safety dimensions are noted above. Engraver must keep all crop and register marks 1/2" outside the trim of the magazine for full-page and spread ads.

7) General Information. EW assumes no responsibility for advertising materials submitted other than as expressly agreed in writing and, in the absence of disposition instructions, such materials will be discarded four months after issue date.

Queries concerning printed reproduction should be submitted within three weeks of issue date.

Please call EW Production for all questions and material extensions.

Technical questions on file format, specs and ad portal, contact:

Mohan Kumar
mohan.kumar@timeinc.com
212-467-1187

Divij Gangadhar divij.Gangadhar@timeinc.com 212-467-1128

Supplied Unit Specifications, contact:

Gabbi Curcio	Tasha Childs
gabriella_curcio@timeinc.com	tasha.childs@timeinc.com
212-522-2609	212-522-2945

Or go to our website at direct2time.com

DESIGN FOR TABLET SPECIFICATIONS

Please refer to http://www.direct2time.com/tablet/index.html

2017 Terms & Conditions

Entertainment

2017 MAGAZINE ADVERTISING TERMS AND CONDITIONS

The following are certain general terms and conditions governing advertising published in the U.S. print and digital editions of Entertainment Weekly Magazine (the "Magazine") published by Entertainment Weekly Inc. (the "Publisher").

1. Rates are based on average total audited circulation, effective with the issue dated January 13, 2017. Announcement of any change in rates and/or circulation rate base will be made in advance of the Magazine's advertising sales close date of the first issue to which such rates and/or circulation rate base will be applicable. The Magazine Rate Card specifies the publication schedule of the Magazine, and its on-sale dates.

2. The Magazine is a member of the Alliance for Audited Media ("AAM"). Total audited circulation is reported on an issue-by-issue basis in Publisher's Statements audited by AAM. Total audited circulation for the Magazine is comprised of paid plus verified plus analyzed non-paid.

3. An advertiser running a full-run qualifying advertisement in the Magazine will automatically run in the print and digital edition of the Magazine, **unless the advertiser explicitly, in writing, opts-out of running in the digital edition, either on the insertion order or via email**, by no later than the ad close date. In the event advertiser opts-out of running in the digital edition of the Magazine for any reason other than legal or regulatory considerations that advertiser reasonably believes would prevent the advertisement from running in the digital edition, such advertiser way of example and not limitation, the advertisement would not be eligible for IBIT credits and may not be considered for premium placement). If an advertiser elects to opt-out of the digital edition, such opt-out will apply to all devices and platforms.

The digital edition of the Magazine may be viewed in one of two formats: (i) a straight from print magazine format, which is an exact reproduction of the design and content of the print version of the Magazine (the "Straight From Print Magazine Version"), or (ii) a designed for tablet/enhanced for tablet magazine format, in which the design of the Magazine has been optimized for viewing on the device on which it is displayed (the "Designed For Tablet Magazine Version"), depending on, among other things, the device and/or platform on which it is viewed. Please consult a Magazine representative for details of format availability.

Certain advertisements that are not standard run-of-book advertisements may not qualify to run in the digital version of both the Designed For Tablet Magazine Version and the Straight From Print Magazine Version, including but not limited to, scented units and special units (such as pop-ups, die-cuts, special effects and business reply cards). Additionally, with respect to the Designed For Tablet Magazine Version, non-standard fractionals (such as fractionals that are less than 1/3 page) may not qualify. In all cases, please consult a Magazine representative for details.

Qualifying advertisements, depending on various factors, including but not limited to the device and/or platform on which they are viewed, may be viewed in one of three formats: (i) "straight from print advertising format" ("SFPAF") where the page on screen looks exactly like the advertisement appearing in the print edition; (ii) "designed for tablet advertising format" ("DFTAF") where the same creative has been resupplied and designed for optimal reading on the device and/or platform and is meant to be displayed at 100%; and (iii) "enhanced for tablet advertising format" ("EFTAF") where an advertisement has added enhancements and bonus content to transform the print content to more fully utilize the digital medium (e.g., hotspots, photo slide shows, video, audio, in-app browser, etc.).

Qualifying advertisements running in the Straight From Print Magazine Version or the Designed For Tablet Magazine Version of the digital edition of the Magazine will automatically run in a SFPAF. If an advertiser wishes to include its qualifying advertisement in the digital edition in a format other than SFPAF, it must so indicate prominently on the insertion order by the ad close date. DFTAF or EFTAF may not be available on all platforms or devices. Please consult a consult a Magazine representative for details. If a URL or multiple URLs exist in qualifying advertisement print creative, the brand's main URL may or may not be automatically activated. If advertiser does not wish for the URL to be activated, it must notify a Magazine representative in writing. Please consult a Magazine representative for further details regarding URL activation availability.

4. With respect to national advertisements that are less than a full-page but equal to or greater than 1/3 page that are running in the digital edition of the Designed For Tablet Magazine Version, such advertisements will be framed by white space unless they are upgraded to a full page. Please consult a Magazine representative for details regarding the opportunity to upgrade such advertisement. National advertisements that are less than a full-page that are running in the digital edition of the Straight From Print Magazine. Version shall appear as they appeared in the print edition of the Magazine.

5. Advertisers may not cancel orders for, or make changes in, advertising after the closing dates of the Magazine.

6. The Publisher is not responsible for errors or omissions in any advertising materials provided by the advertiser or its agency (including errors in key numbers) or for changes made after closing dates.

7. The Publisher may reject or cancel any advertising for any reason at any time. Advertisements simulating a magazine's editorial material in appearance or style or that are not immediately identifiable as advertisements are not acceptable.

8. All advertisements, including without limitation those for which the Publisher has provided creative services, are accepted and published in the Magazine subject to the representation by the agency and advertiser that they are authorized to publish the entire contents and subject matter thereof in all applicable editions, formats and derivations of the Magazine and that such publication will not violate any law, regulation or advertising code or infringe upon any right of any party. In consideration of the publication of advertisements, the advertiser and agency will, jointly and severally, indemnify, defend and hold the Publisher harmless from and against any and all losses and expenses (including, without limitation, attorney's fees) (collectively, "Losses") arising out of the publication of such advertisements in all applicable editions, formats and derivations of the Magazine, including, without limitation, those arising from third party claims or suits for defamation, copyright or trademark infringement, misappropriation, unfair competition, violation of the Lanham Act or any rights of privacy or publicity, or any unfair commercial practice or misleading advertising or impermissible comparative advertising or from any and all claims or regulatory breaches now known or hereafter devised or created (collectively "Claims"). In the event the Publisher has agreed to provide contest or sweepstakes management services, email design or distribution or other promotional services in connection with an advertising commitment by advertiser, all such services are performed upon the warranty of the agency and advertiser that they will, jointly and severally, indemnify and hold the Publisher harmless from and against any and all Losses arising out of the publication, use or distribution of any materials, products (including, without limitation, prizes) or services provided by or on behalf of the agency or advertiser, their agents and employees, including, without limitation, those arising from any Claims.

9. In consideration of the Publisher's reviewing for acceptance, or acceptance of, any advertising for publication in the Magazine, the agency and advertiser agree not to make promotional or merchandising reference to the Magazine in any way without the prior written permission of the Publisher in each instance.

10. No conditions, printed or otherwise, appearing on contracts, orders or copy instructions which conflict with, vary, or add to these Terms and Conditions or the provisions of the Magazine's Rate Card will be binding on the Publisher and to the extent that the Terms and Conditions contained herein are inconsistent with any such conditions, these Terms and Conditions shall govern and supersede any such conditions.

2017 Terms & Conditions

Entertainment

2017 MAGAZINE ADVERTISING TERMS AND CONDITIONS

11. The Publisher has the right to insert the advertising anywhere in the Magazine at its discretion, and any condition on contracts, orders or copy instructions involving the placement of advertising within an issue of the Magazine (such as page location, competitive separation or placement facing editorial copy) will be treated as a positioning request only and cannot be guaranteed. The Publisher will attempt to keep the same running order of advertisements in the digital edition as they appeared in the print edition, but the Publisher does not make any adjacency guarantees or other promises regarding competitive separation of the positioning of any advertisements in the digital edition. The Publisher's inability or failure to comply with any condition shall not relieve the agency or advertiser of the obligation to pay for the advertising.

12. The Publisher shall not be subject to any liability whatsoever for any failure to publish or circulate all or any part of any issue(s) of the Magazine because of strikes, work stoppages, accidents, fires, acts of God or any other circumstances not within the control of the Publisher.

13. Agency commission (or equivalent): up to 15% (where applicable to recognized agents) of gross advertising charges after earned advertiser discounts.

14. Invoices are rendered on or about the on-sale date of the Magazine. Payments are due within 20 days from the billing date. The Publisher reserves the right to charge interest each month on the unpaid balance at the rate of 1.5%, or if such rate is not permitted by applicable law, at the highest rate so permitted by applicable law, determined and compounded daily from the due date until the date paid. The Publisher further reserves the right to change the payment terms to cash with order at any time. The advertiser and agency are jointly and severally liable for payment of all invoices for advertising published in the Magazine.

15. All pricing information shall be the confidential information of the Publisher and neither advertiser nor agency may disclose such information without obtaining the Publisher's prior written consent.

16. Any and all negotiated advertiser discounts are only applicable to and available during the period in which they are earned. Rebates resulting from any and all earned advertiser discount adjustments must be used within six months after the end of the period in which they were earned. Unused rebates will expire six months after the end of the period in which they were earned.

17. None of creative fees, special advertising print production premiums, digital edition upgrade fees or DFTAF or EFTAF production fees earn any discounts or agency commissions.

18. The Magazine is subject to Time Inc.'s standard 2017 issue-by-issue tally (IBIT) pricing system.

19. Publisher reserves the right to modify these terms and conditions.

These Advertising Terms and Conditions were issued October 31, 2016.

2017 Terms & Conditions

Entertainment

TIME INC. 2017 ISSUE-BY-ISSUE TALLY (IBIT) PRICING SYSTEM

1. Magazine circulation delivery of the U.S. and North American editions of magazines published by Time Inc. and its affiliates (collectively, referred to herein as the "Publisher") is measured on an issue-by-issue tally (IBIT) pricing system for full-run circulation advertising only. The IBIT pricing system is administered by comparing, for each issue of a magazine in which an advertiser books space and remits a cash payment for such advertisement, the issue's total audited circulation as reported in the magazine's Publisher's Statement issued by the Alliance for Audited Media ("AAM") or the Brand Report issued by BPA Worldwide ("BPA") for the first or second half of the 2017calendar year and the published total circulation rate base as set forth in the applicable magazine's rate card.

2. In order to permit advertisers to apply earned IBIT credit in a timely manner, AAM Publisher's Statements and BPA Brand Reports are used to calculate IBIT credit. The calculation may only be made following the issuance of the Publisher's Statements or Brand Reports for second half of the 2017 calendar year (July – December) and will be based on final billed earned advertising rates.

3. Total audited circulation for magazines audited by AAM is comprised of paid plus verified plus analyzed non-paid. Total audited circulation for magazines audited by BPA is comprised of qualified paid and/or qualified non-paid as set forth in such magazines Advertising Terms and Conditions.

4. IBIT credits will be calculated on an individual insertion basis and will only be credited to an advertiser if the total audited circulation of the issue booked by the advertiser is lower by more than two percent (2%) than its published circulation rate base.

5. If the total audited circulation of the issue booked by an advertiser is lower by more than two percent (2%) than its published circulation rate base, the advertiser's IBIT credit will be calculated by multiplying the net cost after agency commissions (excluding production premiums) ("Net Cost") of the advertiser's insertion in that issue by the difference between two percent and the actual percentage by which the total audited circulation is less than its published circulation rate base. By way of example, if the "Net Cost" of the advertiser's insertion of an issue is three percent lower than its published circulation rate base, the IBIT credit would be calculated as follows: \$100,000 x (3% - 2%) = \$1,000.

6. IBIT credit must be used against future insertions, must be applied at the magazine at which it was earned and must be used within 12 months after the issuance of the Publisher's Statements or Brand Reports for the second half (July – December) AAM/BPA reporting period and calculation of the 2017 IBIT credit. An advertiser may apply IBIT credit to any brand, product or division within the same advertiser parent company.

7. IBIT credit will be issued net of agency commissions and must be applied to invoices net of agency commissions. No agency commissions will be paid by the magazine on IBIT credit.

8. IBIT credit may be applied to production charges.

9. The magazine will not refund IBIT credit as cash.

10. Only full-run circulation advertising in regular issues as reported in the Publisher's Statements issued by AAM and the Brand Reports issued by BPA are eligible for IBIT credit. The following are not eligible for IBIT credit: (a) special issues published in addition to the normal frequency of a magazine, whether or not reported in AAM Publisher's Statements and BPA Brand Reports, and (b) any issues specifically excluded from being eligible for IBIT per the applicable magazine's rate card. Notwithstanding the foregoing, if the advertiser opts-out of running its advertisement in the digital edition of the magazine because of legal or regulatory considerations such advertisement shall remain eligible for IBIT credit.

11. No barter (whether cash paid or trade), standby or remnant advertising is eligible for IBIT credit.

12. IBIT credit will only be issued against eligible insertions that have been paid in full at the final earned and billed (pre-IBIT) rate.

13. Publisher reserves the right to modify these terms.

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