



ADVERTISING POLICIES

1. All advertisements are subject to approval of the *New England Journal of Medicine* (Publisher), which reserves the right to reject or cancel any advertisement at any time.
2. All advertisements are accepted and published by Publisher on the warranty of the agency and the advertiser that both are authorized to publish the entire contents and subject matter of the advertisement.
3. In consideration of publication of an advertisement, the advertiser and the agency, jointly and severally, agree to indemnify and hold harmless Publisher, its officers, agents and employees against expenses (including legal fees) and losses resulting from the publication of the contents of the advertisement, including, without limitation, claims or suits for libel, violation of privacy, copyright infringement, or plagiarism.
4. Publisher will not be liable for any failure to print, publish, or circulate any advertisement accepted by Publisher; however, Publisher shall use its reasonable efforts to place such advertisement in subsequent available space.
5. All advertisements must clearly and prominently identify the advertiser by trademark or signature.
6. For advertorial guidelines contact your Canadian Representative (see back cover).
7. Any reference to Publisher or any of its products or services in advertisements, promotional material, or merchandising by the advertiser or the agency is subject to prior written approval by Publisher for each such use.
8. All advertising contract position clauses are treated as requests. Publisher cannot guarantee fixed positioning.
9. Publisher is not responsible for incidental or consequential damages for errors in printing an ad.
10. Publisher may change the terms set forth herein at any time, provided that no such change applies to ads whose closing date precedes the announcement of the change.
11. Publisher will not be bound by any condition, printed or otherwise, appearing on insertion orders or copy instructions when such conditions conflict with the conditions set forth in this rate card.
12. In the event of nonpayment, Publisher reserves the right to hold advertiser and/or its advertising agency jointly and severally liable for such monies as are due and payable to Publisher.
13. Proprietary names of pharmaceutical products must be accompanied by the chemical, generic, or official name; the quantity of all active substances must be stated along

with the recommended dosage. Copy should be factual, conservative, and in good taste. Documentation for new pharmaceutical products should be sent to the advertising department; please allow two weeks for clearance.

14. All advertising must be clearly germane to the practice of medicine.
15. Advertiser represents and warrants that all advertisements and pharmaceutical products they advertise are compliant with all applicable laws, rules, and regulations in the country where the advertisement will be seen. All product advertisements other than pre-launch must be PAAB approved. This policy does not apply to classified advertisements.
16. **RECRUITMENT ADS:** All advertisements for employment must be nondiscriminatory and comply with all applicable laws and regulations. Ads that discriminate against applicants based on sex, age, race, religion, marital status, or physical handicap will not be accepted. Non-U.S. recruitment advertisers are required to confirm in writing that they are equal opportunity employers.
17. **NEJM ONLINE:** Any use of NEJM trademarks or copyrighted material for links to and from Publisher's website must be approved in advance by Publisher. Any unauthorized linking is prohibited. Publisher does not endorse or support any product or organization linked to its website, nor is Publisher responsible for the content of any website promoted in and ad published in NEJM. Please visit NEJM.org for further online advertising policies.

ONLINE CANCELLATION POLICIES

Advertiser may cancel the entire Insertion Order, or any portion thereof, as follows:

- **Run-Of-Site Banner Programs** On written notice to Publisher given 21 or more days before the start date. With cancellations inside 21 days of the start date, advertiser will be responsible for 50% of the Insertion Order amount that was reserved for delivery.
- **Flat Fee-based or fixed placement programs** (including, but not limited to, *Roadblocks, Specialty Packs, NEJM eTOC and other Sponsorships and Physicians First Watch and Journal Watch email products*) On written notice to Publisher given 30 or more days before the start date. With cancellations inside 30 days of the start date, advertiser will be responsible for 50% of the IO amount that was reserved for delivery.