



ADVERTISING POLICY

Acceptance of Advertising

- Acceptance of all advertising is subject to review and approval by SHAPE America.
- No advertising shall be permitted that may injure the good name or reputation of SHAPE America.
- SHAPE America prohibits discrimination on the basis of race, religion, creed, sex, age, marital status, sexual orientation, national origin, disability, or veteran status in the treatment of participants in, access to, or content of its programs and activities.
- Advertising will not be accepted if it promotes any of the following: alcohol, firearms, ammunition, fireworks, gambling, pornography, tobacco, vaping products, marijuana, opioids, partisan causes or the simulation of news or is directed at children.
- Promotion of products, meetings, and services that compete directly with those offered by SHAPE America is generally prohibited.
- Membership solicitation by organizations other than SHAPE America is prohibited. Fundraising by organizations or individuals other than SHAPE America is strictly prohibited.
- The following online advertising formats are prohibited:
 - Pop-ups and floating advertisements.
 - Advertisements that collect personally identifiable information from visitors without their knowledge or permission.
 - Advertisements that extend across or down the page without the visitor having clicked or rolled over the ad.
 - Advertisements that send visitors to another site without the visitor having clicked the ad.
- The use of the SHAPE America and health. moves. minds. names, seals and/or logos are prohibited without SHAPE America's prior written approval.
- Advertisements may not imply endorsement by SHAPE America, its publications or websites except as may be provided for under a separate agreement, in which as advertising must be pre-approved to ensure adherence to the letter and spirit of that separate agreement.
- SHAPE America strictly prohibits false, deceptive, misleading and unfair methods of competitive advertising. Any advertising that casts a negative light on its competitors is not acceptable; therefore, SHAPE America has the right to reject any advertising copy that does so.
- SHAPE America reserves the right, at its absolute discretion and at any time before publication, to reject any advertising copy, whether or not the same has already been acknowledged and/or previously published. The rejection of copy by SHAPE America, for any reason whatsoever, shall not be considered a breach of contract, but shall require Advertiser and/or Agency to supply new copy acceptable to SHAPE America.
- Advertisements that simulate editorial content must be clearly labeled "ADVERTISEMENT" and SHAPE America may, in its sole discretion, so label such copy. Such advertisements must appear in a different typeface than that used for SHAPE America's editorial material.
- SHAPE America does not vouch for or assume any responsibility for any material contained on web sites to which it links. The following statement will appear on each SHAPE America website -- "The appearance of an advertisement on a SHAPE America site is neither a SHAPE America guarantee nor



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endorsement of the product or service or the claims for the product or service made by the advertiser.”

- SHAPE America will not link to web sites that frame SHAPE America sites content without express permission of SHAPE America; prevent the viewer from returning to the SHAPE America website or other previously viewed screens, such as by disabling the viewer’s “back” button; redirect the viewer to a website the viewer did not intend to visit; or that do not otherwise follow SHAPE America policies with respect to the use of SHAPE America logos and trademarks. SHAPE America reserves the right to not link to or to remove links to other websites.
- Advertising rates are subject to change without notice.

General Guidelines

- Advertiser and/or Agency agree that all material necessary for the placement must arrive at SHAPE America no later than the published closing dates. Advertiser and/or Agency agrees that in the event that such materials are not sent in time, that SHAPE America will not have any responsibility to Advertiser and/or Agency for failure to publish the proposed ad and hereby agrees that SHAPE America is authorized to publish the last prepared ad of Advertiser, if any, and that Advertiser will pay the contracted amount for the ad.
- In the event that the Advertiser and/or Agency pulls an ad after the space reservation deadline, therefore breaching the Advertising Contract, SHAPE America will not refund monies to the Advertiser or Agency.
- In the event a volume of advertising less than that agreed is used and paid for or the Advertiser or Agency otherwise breaches the terms of the Advertising Contract, or if at any time, SHAPE America in its reasonable judgment determines that Advertiser is not likely to have utilized the amount of space specified in the Advertising Contract, any rate discount will be nullified and Advertiser and Agency will be charged the difference between the rates charged and the rates applicable for the volume of space actually used, in accordance with the applicable rates schedules (“short-rate”). In such event, Advertiser and Agency must reimburse SHAPE America for the short-rate within ten (10) days of SHAPE America’s invoice therefore and Advertiser will thereafter pay for advertising at the open rate or at the newly-determined rate(s) (as applicable).
- The Advertiser or Agency may not use any space for the advertisement either directly or indirectly of any business organization, enterprise, product, or service other than that for which the advertising space is provided by SHAPE America, nor may Advertiser or Agency authorize any others to use any advertising space.
- Orders containing restrictions, or specifying position, facing, editorial adjacency, or other requirements may be accepted and inserted but such restrictions or specifications are at SHAPE America’s sole discretion.
- It is the responsibility of the advertiser to comply with all applicable domestic and foreign laws and regulations. If SHAPE America becomes aware of any breach or potential breach of any applicable law or regulation, or of this Advertising Policy, SHAPE America may remove the advertising.
- SHAPE America prefers to work with advertisers who share our mission of helping students, schools, and families achieve their physical and health educational goals and who provide education-seeking members a broad array of choices for the future.



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- SHAPE America's published Advertising Policy is not exhaustive and is subject to change at any time without notice.

Limitations of Liability

- Advertiser and Agency represent and warrant that they are authorized to publish the entire contents and subject matter of the advertisements, and that publication by SHAPE America will not violate the personal or proprietary rights of any third party or any law or regulation. Advertiser and Agency will indemnify and hold SHAPE America harmless from and against any loss, expense, or liability (including attorney's fees) resulting from claims or suits based upon such advertising, without limitation.
- As a not-for-profit, tax-exempt organization that publishes various publications, some of which contain advertising, SHAPE America does not verify or substantiate the claims of Advertisers. As a matter of law, it is the responsibility of an Advertiser and/or Agency, not SHAPE America, to substantiate its claims. Advertisers agree to indemnify and defend SHAPE America from any and all liability for all advertising content.
- Advertiser and Agency shall be jointly and severally liable for the payment of all bills and charges made. Advertiser authorizes SHAPE America, at its election, to tender any bill to Agency, and such tender shall constitute due notice to Advertiser of the bill and such manner of billing shall in no way impair or limit the joint and several liability of Advertiser and Agency. Payment by Advertiser to Agency shall not discharge Advertiser's liability to SHAPE America. The rights of SHAPE America shall in no way be affected by any dispute or claims as between Advertiser and Agency.
- SHAPE America's liability for failure to publish an advertisement shall not exceed a refund of or credit for SHAPE America's charge for such advertisement.