

2016 RATE CARD

People

PEOPLEMEDIAKIT.COM

RATE BASE 3,400,000
#53 EFFECTIVE JANUARY 1, 2016



Rate Card #53
Effective January 1, 2016
Rate Base: 3,400,000
www.peoplemediakit.com

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RATES AND DISCOUNTS

National Editions

	PEOPLE	FEATURE ISSUES*
Rate Base	3,400,000	3,500,000
4-Color Rates:		
Full page	\$357,200	\$367,600
2/3 page	\$304,900	\$313,700
1/2 page	\$241,200	\$248,200
1/3 page	\$164,400	\$169,100
1/3 page	\$100,100	\$103,000
Cover 2	\$446,500	\$459,500
Cover 3	\$393,000	\$404,400
Cover 4	\$482,300	\$496,300
Black & White Rates:		
Full Page	\$250,100	\$257,400
2/3 Page	\$213,500	\$219,700
1/2 Page	\$168,900	\$173,800
1/3 Page	\$115,100	\$118,500
BRC Insert Cards:		
Reg - Supplied	\$285,800	\$294,100
Reg - We-Print	\$357,200	\$367,600
Oversize - Supplied	\$321,500	\$330,900
Oversize - We-Print	\$410,800	\$422,800

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.

*Feature Issues: Half Their Size, Oscar, World's Most Beautiful, The Bodies Issue, The Style Issue, Sexiest Man Alive, Best Of Issue. On newsstand for two weeks.

RATES AND DISCOUNTS/AUDIENCE PROFILE

Additional Information

1) State and Metro Opportunities. Regional advertising may be available in select issues. Please contact your PEOPLE sales representative for information.

2) Insert Cards. Standard size, 6" x 4 1/4". Price and space requirements on request. A 5% margin must be allowed in the circulation of insert cards.

3) Supplied Inserts. Supplied 4-page signatures, as well as specially designed inserts such as die cuts, etc., are acceptable. Rates, specifications and availabilities on request.

4) Premium Charges. Special advertising production premiums are non-commissionable and do not earn any discounts. Rebates received on space charges may not be applied to premium charges.

5) Non-Standard Colors. All run-of-book ads that use non-convertible PMS colors or 5 colors will incur \$5,000 non-commissionable production premium. If PMS Metallic or Day Glo inks are used, \$6,800 non-commissionable production charge will be incurred.

Audience Profile

Adult Reader	% of comp.
Age 18-24	15
Age 18-34	31
Age 18-49	58
Age 25-54	53
Age 35-44	16
Age 45-54	20
Age 55+	32
Millennials (18-34)	35
GenXers (35-49)	22
Boomers (50-64)	32
Attended/Graduated College+	63
Dual-Income Households	28
Adults with Children in Household	44
\$60,000+ Household Income	56
Live in A or B Counties	76
Own Home	65
Working Women (of women readers)	62
Total Adults	41,733,000
Total Women	30,413,000
Percentage	73%
Total Men	11,320,000
Percentage	27%
Median Age (Adult)	46.2
Median Household Income	\$68,776

Source: MRI Spring 2015

Note: Above audience profile does not reflect special feature issues that deliver increased rate base.

SPLIT EDITIONS, TOP 10 & TOP 20, AND METRO EDITIONS

Split PEOPLE (Perfect A-B Split)

With Split PEOPLE, an advertiser can purchase one half of PEOPLE's circulation—a perfect A-B split—so that every other national copy contains the ad message. With a reach of over 21 million readers across the country, Split PEOPLE delivers an audience that's larger than that of most other national magazines for approximately half of the regular out-of-pocket expense.

Split PEOPLE is the right choice for advertisers who want to build frequency on a budget, as well as advertisers who want to test the marketing might of America's most popular weekly magazine.

Split PEOPLE is limited to full-size run-of-book pages.

	NATIONAL ISSUES	FEATURE ISSUES*
Rate Base	1,700,000	1,750,000
4-Color	\$232,200	\$239,000
Black & White	\$162,600	\$167,300

Closing dates are five weeks prior to issue dates. Normal discounts apply.

Split-Run Editions

An advertiser buying the national circulation may split copy along State or Metro market lines for full-size run-of-book pages only. For rate base and pricing please contact your PEOPLE sales representative.

Premium:	Single Page & Fractional Page Units	Spreads
2-Way Split (2 versions)	\$2,600	\$4,100
Each additional version	\$1,500	\$3,000

Closing dates are five weeks prior to issue dates, regardless of coloration. A 5% margin must be allowed in the circulations of split runs. Split-Run Premiums are noncommissionable and do not earn discounts/credits or contribute to commitment levels.

Top 10 & Top 20 Metro Markets

Advertisers looking to target select areas can take advantage of PEOPLE's Top 10 and Top 20 Metro Markets. These media options target key areas to maximize consumer awareness during critical launch periods.

These editions are available in full-page units only, and all discounts apply. Contact your sales representative for information.

PEOPLE Top 10

	NATIONAL ISSUES	FEATURE ISSUES*
Rate Base	1,420,200	1,485,900
4-Color	\$201,500	\$210,700
Black & White	\$141,000	\$147,500

Markets: New York, Los Angeles, Chicago, Tampa/Orlando/Jacksonville/Daytona, Philadelphia, Boston, Washington DC, San Francisco, Atlanta, Detroit, Northeast Newsstand, West Coast Newsstand, Midwest Newsstand

PEOPLE Top 20

	NATIONAL ISSUES	FEATURE ISSUES*
Rate Base	1,897,200	1,962,900
4-Color	\$249,200	\$257,800
Black & White	\$174,500	\$180,400

Markets: Houston/Austin, Dallas/Ft. Worth, Arizona (Phoenix), Minneapolis/St. Paul, Denver, Seattle/Tacoma, Richmond/Raleigh, Indianapolis/Bloomington

These editions are available in full-page units only, and all discounts apply.

*Feature Issues: Half Their Size, Oscar, World's Most Beautiful, The Bodies Issue, The Style Issue, Sexiest Man Alive, Best of 2016. On newsstand for two weeks.

SPECIAL OPPORTUNITIES

Feature Issues

PEOPLE's seven special feature issues are the media powerplays of the year, delivering the biggest audiences anywhere, driving huge impact for your brand.

Half Their Size **Rate Base:** 3.5 million **Audience:** 43.3 million

Put your brand on the resolution lists of more than 43 million consumers in an environment of diet, fitness and healthy weight-loss.

Issue Date: January 11 **On Sale:** January 1

Oscar® **Rate Base:** 3.5 million **Audience:** 43.3 million

No one brings readers access to Hollywood's biggest night like PEOPLE. Oscar special is a bigger must-see than the broadcast itself, with an unmatched audience of 43 million.

Issue Date: March 14 **On Sale:** March 4

World's Most Beautiful **Rate Base:** 3.5 million **Audience:** 43.3 million

PEOPLE celebrates a world of beauties, inside and out, in our most gorgeous package, filled with stunning photography plus the stars' beauty secrets, personal perspectives and more.

Issue Date: May 2 **On Sale:** April 22

The Bodies Issue **Rate Base:** 3.5 million **Audience:** 43.3 million

PEOPLE's sizzling summertime edition features buzz-worthy bodies along with healthy advice and weight-loss tips.

Issue Date: May 30 **On Sale:** May 20

The Style Issue **Rate Base:** 3.5 million **Audience:** 43.3 million

Wrap your message in the biggest fashion event of the year, filled with head-to-toe coverage of Hollywood's hottest looks.

Issue Date: September 19 **On Sale:** September 9

Sexiest Man Alive **Rate Base:** 3.5 million **Audience:** 43.3 million

The cultural phenomenon that defines hot. Make a date with the most debated and anticipated franchise of the year and reach an audience in a passionate mood.

Issue Date: November 28 **On Sale:** November 18

Best of 2016 **Rate Base:** 3.5 million **Audience:** 43.3 million

Be part of the last word on a memorable year, PEOPLE's final celebration of unforgettable moments and newsmakers, plus special features including year-end celebrity quizzes and more.

Issue Date: December 19 **On Sale:** December 9

Source: MRI Spring 2015, July 2015

Special Editorial Features

Position your brand within these engaging special-coverage features in 2016.

Golden Globes **Issue date:** 1/25

Kick off red-carpet season as part of PEOPLE's inside coverage of the 72nd annual Golden Globes.

Screen Actors Guild Awards **Issue date:** 2/15

The excitement of the season continues with full coverage of the SAG Awards and the post-awards gala—co-hosted by PEOPLE.

GRAMMY® Awards **Issue date:** 2/29

All-access coverage of music's biggest night from the exclusive magazine partner of the GRAMMY's and The Recording Academy®.

Kids & Babies **Issue date:** 8/29

Hollywood's newest additions and back-to-school content so kids can make a healthy and stylish start to the new school year.

Emmy Awards **Issue date:** October

The official entertainment magazine of the Emmy Awards and the Television Academy brings readers inside the excitement of television's biggest night.

Heroes Among Us **Year round**

Be a part of the heart of PEOPLE in our ongoing coverage celebrating real-life heroes and their inspiring stories.

Gift Guides **Year round**

PEOPLE editors' picks for everyone on readers' lists, perfectly timed for the year's biggest gift-giving seasons.

PRINT PRODUCTION SPECIFICATIONS

1) All Web Offset. PEOPLE 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 12" 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. PEOPLE 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 TR005 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 778" x 1012".

5) Unit Sizes Available

	Bleed Size	Live/Safety	Trim
Page	8 $\frac{1}{8}$ " x 10 $\frac{3}{4}$ "	7" x 10"	7 $\frac{7}{8}$ " x 10 $\frac{1}{2}$ "
Spread	16" x 10 $\frac{3}{4}$ "	15" x 10"	15 $\frac{3}{4}$ " x 10 $\frac{1}{2}$ "
½ Page Vertical	4 $\frac{1}{8}$ " x 10 $\frac{3}{4}$ "	3 $\frac{3}{8}$ " x 10"	3 $\frac{7}{8}$ " x 10 $\frac{1}{2}$ "
¼ Page Vertical (Half Column)	2 $\frac{1}{4}$ " x 4 $\frac{5}{8}$ "	N/A	N/A
½ Page Vertical (One Column)	3" x 10 $\frac{3}{4}$ "	2 $\frac{1}{8}$ " x 10"	2 $\frac{3}{4}$ " x 10 $\frac{1}{2}$ "
¾ Page Vertical (Two Columns)	5 $\frac{1}{4}$ " x 10 $\frac{3}{4}$ "	4 $\frac{1}{4}$ " x 10"	5" x 10 $\frac{1}{2}$ "
⅓ Page Horizontal	8 $\frac{1}{8}$ " x 3 $\frac{3}{4}$ "	7" x 3 $\frac{1}{8}$ "	7 $\frac{7}{8}$ " x 3 $\frac{3}{8}$ "
½ Page Horizontal	8 $\frac{1}{8}$ " x 5 $\frac{1}{4}$ "	7" x 4 $\frac{1}{2}$ "	7 $\frac{7}{8}$ " x 5"
⅓ Spread Horizontal	16" x 5 $\frac{1}{4}$ "	15" x 4 $\frac{1}{2}$ "	15 $\frac{3}{4}$ " x 5"
⅓ Spread Horizontal	16" x 3 $\frac{3}{4}$ "	15" x 3 $\frac{1}{8}$ "	15 $\frac{3}{4}$ " x 3 $\frac{3}{8}$ "
⅓ Square	5 $\frac{1}{4}$ " x 5 $\frac{1}{4}$ "	4 $\frac{5}{8}$ " x 4 $\frac{5}{8}$ "	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 ¼" from top and bottom and 38" 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 18" total separation. Safety for live area is ¼" from top and bottom. Safety for face sides is 38". Safety dimensions are noted above. Engraver must keep all crop and register marks 12" outside the trim of the magazine for full-page and spread ads.

7) General Information. PEOPLE 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 PEOPLE Production for all questions and material extensions.

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

Shaik Aashiq
shaik.aashiq@timeinc.com
212-522-7103

Arnold Brendon
arnold.brendon@timeinc.com
212-522-6650

Abhinandan Jayaraju
abhinandan.jayaraju@timeinc.com
212-522-6689

Supplied Unit Specifications, contact:

Christi Modin
Christi.modin@timeinc.com
212-522-6979

Abby Feeney
Abigail_Feeney@timeinc.com
212-522-6285

Or go to our website at direct2time.com

DESIGN FOR TABLET SPECIFICATIONS

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

CLOSING DATES & ISSUE CYCLES

PEOPLE is published weekly, except one issue at year end. It is dated Monday, on sale two Fridays preceding. Friday On-Sale: PEOPLE's pre-weekend delivery reaches consumers for peak weekend shopping. Closing Dates: All ad closings are five weeks before issue date. However, if the closing date falls on a national holiday, the closing date will be the working day immediately following the holiday. Printing material and insertion orders are due to PEOPLE Production on the appropriate closing date.

All cover positions must be approved 8 weeks prior to ad close.

Material received after the regular closing date, whether on extension or not, does not go through the pre-press inspection process, and reproduction quality is at the advertiser's risk.

For Enhanced for Tablet material due dates, please refer to materials closing schedule on direct2.time.com

	Monday Issue Date	Ad Close (5 weeks)	Friday On-Sale Date	Issue Cycles Available		Monday Issue Date	Ad Close (5 weeks)	Friday On-Sale Date	Issue Cycles Available
January	04	11/30/15	12/21/15	N, SEL, SP	July	04	05/30	06/24	N, SP
	11	11/30/15	12/29/15	N, M, M10, M20, S, SP		11	06/06	07/01	N, M, M10, M20, S, MNI
	18	12/14/15	01/08/16	N		18	06/13	07/08	N, SEL
February	25	12/21/15	01/15	N, M, M10, M20, S, SP, MNI	August	25	06/20	07/15	N, M, M10, M20, S, SP
	01	12/28/15	01/22	N, SEL, SP		01	06/27	07/22	N, SEL, SP
	08	01/04/16	01/29	N, M, M10, M20, S		08	07/04	07/29	N, M, M10, M20, S, MNI
	15	01/11	02/05	N		15	07/11	08/05	N
March	22	01/18	02/12	N, M, M10, M20, S, SP, MNI	September	22	07/18	08/12	N, SEL
	29	01/25	02/19	N, SEL		29	07/18	08/19	N, M, M10, M20, S, SP
	07	02/01	02/26	N, SP		05	08/01	08/26	N, SEL, SP
	14	02/01	03/04	N, M, M10, M20, S, SP		12	08/08	09/02	N, M, M10, M20, S, MNI
April	21	02/15	03/11	N, SEL, SP	October	19	08/08	09/09	N, M, M10, M20, S, SP
	28	02/22	03/18	N, M, M10, M20, S, SP, MNI		26	08/22	09/16	N, SP
	04	02/29	03/25	N, SEL		03	08/29	09/23	N, M, M10, M20, S, MNI
	11	03/07	04/01	N, M, M10, M20, S		10	09/05	09/30	N
May	18	03/14	04/08	N, SP	November	17	09/12	10/07	N, M, M10, M20, S, SP
	25	03/21	04/15	N, M, M10, M20, S, MNI		24	09/19	10/14	N, SEL, SP
	02	03/21	04/22	N, M, M10, M20, S, SP		31	09/26	10/21	N, SEL
	09	04/04	04/29	N, SEL		07	10/03	10/28	N, M, M10, M20, S, MNI
	16	04/11	05/06	N		14	10/10	11/04	N, SP
June	23	04/18	05/13	N, SEL, SP	December	21	10/17	11/11	N, SEL
	30	04/18	05/20	N, M, M10, M20, S, SP, MNI		28	10/17	11/18	N, M, M10, M20, S, SP
	06	05/02	05/27	N, SEL		05	10/31	11/21	N, SEL
	13	05/09	06/03	N, M, M10, M20, S, MNI		12	11/07	12/02	N, M, M10, M20, S, SP, MNI
July	20	05/16	06/10	N, SP	January	19	11/07	12/09	N, M, M10, M20, S, SP
	27	05/23	06/17	N, M, M10, M20, S, SP		26	11/21	12/16	N, SEL
						02	11/28	12/23	N, SP
					09	11/28	12/30	N, M, M10, M20, S, SP	

Feature Issue Dates in Bold
 Rate Base for All Feature Issues: 3.5 million
Half Their Size: January 11
Oscar®: March 14
World's Most Beautiful: May 2
The Bodies Issue: May 30
The Style Issue: September 19
Sexiest Man Alive: November 28
Best of 2016: December 19

Key: **B:** Behavior Scan Availability
M10: Top 10 **M20:** Top 20 **N:** National
SEL: Selective - Inkjet **SP:** Split PEOPLE

SEL: All inkjet and selective binding insertions require issue flexibility.

Feature issues on sale for two weeks. Cover feature not guaranteed due to breaking news.

2016 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 PEOPLE Magazine (the "Magazine") published by Time Inc. (the "Publisher").

1. Rates are based on average total audited circulation, effective with the issue dated January 4, 2016. 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 (the "AAM"). Total audited circulation is reported on an issue-by-issue basis in publisher's statements audited by the AAM. Total audited circulation for the Magazine is comprised of paid plus verified.

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's ad placement will no longer be deemed a "full-run" buy, and advertiser would therefore not be entitled to the benefits of advertising on a full-run basis (by way of example and not limitation, the advertisement would not be eligible for IBIT credits and may not be considered for premium placement). Certain advertisements that are not standard and/or full-page run-of-book advertisements may not qualify to run in the digital version, including but not limited to, scented units, non-standard fractionals (such as fractionals that are less than 1/3 page) and business reply cards. Please consult the Publisher for details. If an advertiser elects to opt-out of the digital edition, such opt-out will apply to all devices and platforms.

With respect to the digital edition of the Magazine, depending on the device and/or platform on which it is viewed, 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"). Please consult the Publisher 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" or "SFP" where the page on screen looks exactly like the advertisement appearing in the print edition; (ii) "designed for tablet advertising format" or "DFT" 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" or "EFT" 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 straight from print advertising format. If an advertiser wishes to include its qualifying advertisement in the digital edition in a format other than straight from print (i.e., designed for tablet advertising format or enhanced for tablet advertising format), it must so indicate prominently on the insertion order by the ad close date. Designed for tablet advertising format or enhanced for tablet advertising format may not be available on all platforms or devices. Please consult the Publisher for details.

With respect to qualifying advertisements in a straight from print advertising format, if a URL exists in the print creative, such URL shall be automatically activated unless advertiser notifies Publisher otherwise in writing; if the print creative has multiple URLs, Publisher shall activate the brand's main URL unless notified otherwise in writing. With respect to qualifying advertisements in a "designed for tablet" advertising format, if such advertising creative contains one URL, Publisher shall automatically activate that URL; if the advertisement contains more than one URL, Publisher shall activate the brand's main URL.

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 the Publisher 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 the 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.

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.

2016 MAGAZINE ADVERTISING TERMS AND CONDITIONS (continued)

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 DFT or EFT production fees earn any discounts or agency commissions.

18. The Magazine is subject to Time Inc.'s standard 2016 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 13, 2015.

TIME INC. 2016 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 2016 calendar 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 2016 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 for those magazines who count analyzed non-paid in their rate base as set forth in such magazine's Advertising Terms and Conditions). Total audited circulation for magazines audited by BPA is comprised of qualified paid and/or qualified non-paid as set forth in such magazine's 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 is \$100,000 and the total audited circulation of an issue is three percent lower than its published circulation rate base, the IBIT credit would be calculated as follows:
 $\$100,000 \times (3\% - 2\%) = \$1,000$.

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 2016 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 the 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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