

The New Yorker Print Media Kit

Audience

Circulation Demographics

Paid/Verified Subscriptions:	1,035,428
Single Copy:	34,619
Total Circulation:	1,070,047
2016 Rate Base	1,025,000
TOTAL AUDIENCE	4,487,000
Gender - Male/Female	49% / 51%
Median Age	51
Age 18-34	1,148,000 (+20%)
Median HHI	\$100,877
Median Home Value	\$378,464
Median Net Worth	\$439,835
Graduated College+	62%
Professional/Managerial	41%
Influentials Index	310
Average Time Spent	72 minutes

PROFILE OF AFFLUENT AUDIENCE

Total Brand Audience	6,387,000
Median Home Value	\$475,100
Gender - Male/Female	54% / 46%
Median Age	48
Median Net Worth	\$1,085,166
Median HHI	\$157,328
Graduated College+	84%
Professional/Managerial	73%
Chief Officers	19%

Source: AAM Publisher's Statement December 2015; MRI Doublebase 2015, based on print/digital readers; Ipsos Affluent Survey 2015; Average time spent based on primary readers
Updated: May 2016

Rates

General Rates

	SIZE	1x	3x	6x	9x	12x
4/C	1 p	\$180,343	\$174,932	\$171,326	\$165,915	\$160,506
	2/3 p (2 columns)	144,256	139,929	137,043	132,716	128,388
	1/2 p	108,169	104,924	102,761	99,515	96,270
	1/3 p (1 column)	72,151	69,987	68,543	66,379	64,215
	1/6 p (1/2 column)	36,064	34,982	34,261	33,179	32,097
	1/12 (1/4 column)	15,660	15,190	14,877	14,407	13,937
	Minimum, 1 inch	6,280	6,092	5,966	5,778	5,589

COVERS	2nd	216,407	209,915	205,587	199,095	192,602
	4th	225,377	218,616	214,108	207,347	200,585

Rate Base: 1,025,000

Effective with the January 2016 issue.
All rates are gross, before agency commission.

These rates and all advertising transactions are subject to *The New Yorker's* Copy & Contract Regulations.

Retail/Mail Order/Travel Rates

	SIZE	1x	3x	6x	9x	12x
4/C	1 p	\$144,256	\$139,929	\$137,043	\$132,716	\$128,388
	2/3 p (2 columns)	115,437	111,974	109,665	106,203	102,739
	1/2 p	86,549	83,952	82,222	79,625	77,028
	1/3 p (1 column)	57,730	55,998	54,844	53,112	51,380
	1/6 p (1/2 column)	28,842	27,977	27,400	26,535	25,669

Rate Base: 1,025,000

Effective with the January 2016 issue.

All rates are gross, before agency commission. Please consult the General Rates sheet for Second and Fourth Cover Rates. These rates and all advertising transactions are subject to *The New Yorker's* Copy & Contracts Regulations.

The Condé Nast Retail Rate Guidelines

Advertisers on the Retail Rate Card will receive appropriate frequency and/or volume discounts.

These guidelines were established because Condé Nast believes it is suitable to have rates for advertisers with

limited retail and/or distribution areas—accounts which do not benefit completely from a magazine's total circulation.

Note: A manufacturer which also owns its own stores can qualify as a Retailer or Mass Retailer only if more than half of its revenue comes from its own retail stores.

A. Department or Specialty Stores

1. The Retail Rate is available to department or specialty stores operating in limited trading areas.

To qualify for the Retail Rate, the chain must operate with fewer than 500 doors under one name. It is not necessary for department or specialty stores to tag cities or specific locations within their own ads.

2. This rate is not available to Mass Retailers (chains having more than 500 stores under one name).

3. When there is corporate ownership of a group of stores (i.e., Macy's owns Bloomingdale's), each store's units are counted independently regarding the 500-door limit. The advertisement must be placed by the retailer or its agency and must be in the retailer's format.

B. Manufacturers (companies who sell their products in other companies' stores)

Manufacturers who wish to qualify for the Retail Rate must follow these guidelines:

1. Each ad page or spread must contain at least one Retail store or Retail Chain Name. There is no limit to the number of stores or chains that are mentioned, but each name must have 500 or fewer locations. On non-adjacent pages, at least one retail listing must appear on each page. The store or chain listed may be owned by the Manufacturer.

2. Store names and/or store locations must appear with the smallest letters being at least 2 millimeters high within the printed ad.

3. If the Manufacturer has a store location(s) under the Manufacturer's own name, listing of the city name (2 mm or larger) or a statement such as "available at our store(s)" qualifies the ad for Retail

or Mass Retail Rate. Note: Manufacturers who generate more than 50% of annual revenue from their own stores qualify as Retailers or Mass Retailers (see section #1. Dept or Specialty Stores, above).

4. Manufacturers cannot list a Mass Retailer (owns more than 500 locations) on the ad and still receive the Retail Rate. Listing a Mass Retailer automatically triggers the Mass Retail Rate for the ad.

5. A manufacturer does NOT get the Retail Rate for merely tagging a third party e-commerce website (i.e. – a Facebook page or Amazon.com), nor for including an informational toll-free phone number (i.e. – 800, 877, 888).

6. National ads that list different store names in regional splits are acceptable at the Retail Rate, provided each split contains at least one listing. Mechanical charges for each regional change will be charged.

7. Manufacturers can qualify for the equivalent of the Retail Rate by prominently featuring their own e-commerce website within the ad. The smallest letters comprising the URL must be at least 2 millimeters high within the printed ad, must appear prominently (not in the gutter of the ad), must be owned by the Manufacturer, and must sell the product(s) shown in the ad. Important: the advertiser must own the website. Note: This qualification supersedes Mass Retail qualification.

C. Mass Retailers (10% off the earned General Rate at most CNP Titles)

A Mass Retailer by definition is a chain which owns 500 doors or more under one name (i.e., Home Depot, Target, Wal-Mart).

1. Mass Retailers qualify for a 10% discount off the relevant General Rate at most CNP Titles.

2. If a Manufacturer runs an ad and tags a Mass Retailer name (or names), that ad qualifies for the Mass Retail Rate, regardless of how many other retailers are tagged on the ad.

Advertisements that do not meet these requirements will be billed at the General Rate.

Note: All Cover Ads must be billed at earned General Rate, regardless of the ad's content.

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Insert Rates

SIZE	RATE
2	\$127,296
4	229,161
6	343,756
8	407,390
10	509,241
12	611,092
16	814,779
B R C	88,458

All rates are Gross and additional production fees will apply.

Culture Rates

Theatre, Galleries, Museums, Schools, Camps, Real Estate, Dining

	SIZE	1x	3x	6x	9x	12x
4/C	1 p	\$120,313	\$116,703	\$114,297	\$110,688	\$107,079
	2/3 p (2 columns)	96,255	93,367	91,442	88,555	85,667
	1/2 p	72,151	69,987	68,543	66,379	64,215
	1/3 p (1 column)	48,116	46,673	45,710	44,267	42,824
	1/6 p (1/2 column)	24,035	23,314	22,833	22,112	21,391

Rate Base: 1,025,000

Effective with the January 2016 issue.

All rates are gross, before agency commission. Please consult the General Rates sheet for Second and Fourth Cover Rates. These rates and all advertising transactions are subject to *The New Yorker's* Copy & Contracts Regulations.

Ad Specifications

Mechanical Requirements

PRINTING: Web Offset (SWOP)
Saddle Stitched and Perfect binding
Publication trim size 7 7/8" x 10 3/4"

Advertising Specifications

Unit	Non-Bleed	Bleed	Trim	Live
Spread	14 7/8" x 10"	16" x 11"	15 3/4" x 10 3/4"	15 1/4" x 10 1/4"
Page	7" x 10"	8 1/8" x 11"	7 7/8" x 10 3/4"	7 3/8" x 10 1/4"
1/2 page spread horizontal	14 7/8" x 5"	16" x 5 5/8"	15 3/4" x 5 3/8"	15 1/4" x 4 7/8"
2/3 page	4 5/8" x 10"	5 1/4" x 11"	5" x 10 3/4"	4 1/2" x 10 1/4"
1/2 page digest	4 5/8" x 7"	5 1/4" x 7 3/4"	5" x 7 1/2"	4 1/2" x 7"
1/2 page horizontal	7" x 5"	8 1/8" x 5 5/8"	7 7/8" x 5 3/8"	7 3/8" x 4 7/8"
1/3 page square	4 5/8" x 4 7/8"	5 1/4" x 5 5/8"	5" x 5 3/8"	4 1/2" x 4 7/8"
1/3 page vertical	2 1/4" x 10"	2 7/8" x 11"	2 5/8" x 10 3/4"	2 1/8" x 10 1/4"
1/6 page horizontal	4 5/8" x 2 3/8"	N/A	N/A	N/A
1/6 page vertical	2 1/4" x 4 7/8"	N/A	N/A	N/A
1/12 page vertical	2 1/4" x 2 3/8"	N/A	N/A	N/A
inch based sizes	2 1/4" x inches	N/A	N/A	N/A

NEWSSTAND COVERWRAP

Inside Front: 5-1/4" x 11" Trim: 5" x 10-3/4" Inside/Outside Back* 8-1/8" x 11" Trim: 7-7/8" x 10-3/4"*Saddle-stitched issues only!

Live-matter Safety: 3/8" from bleed on all sides. Please note that final width of flaps is determined by editorial on an issue-by-issue basis. Please verify size with the Production Department prior to producing final materials.

INSERTS

For all supplied inserts please contact Greg Captain for specifications and shipping instructions. Phone: 212-286-5849, Email: Greg_Captain@condenast.com

GENERAL REPRODUCTION GUIDELINES

The New Yorker is printed using web offset presses, with both saddle and perfect binding. Trim size is 7-7/8" x 10-3/4", with three columns per page (2-1/4" wide). Body pages are printed on a 36# grade-five groundwood stock. Covers and newsstand wrap are printed on a 60# grade-three freesheet. For best reproduction, halftone areas with less than an 8% dot should be avoided, and shadows should not exceed 90%. Ads containing darkened detail should be "opened" in scanning to hold maximum detail in the 3/4 tone to darkened range, as subtle differences may not reproduce distinctly on press. Thin lines, serifs, and small type should be restricted to one color, and should not reverse out of less than 25% tone. Color or reverse type smaller than 10 point cannot be guaranteed perfect registration and is not recommended. When type overprints tone, screen value of tone should not exceed 30% to assure legibility. When using reverse type, the dominant color in the tone should define the shape of the type; subordinate colors should be spread to minimize register variation and optimize legibility. Reproduction of cover spreads will vary due to stock differences. Perfect alignment of type or design across gutter cannot be guaranteed.

DEADLINES/MATERIAL HOLD

For ad close deadlines please see Ad Close Dates sheet. All material received after closing date will be inspected if time permits, but may run "as is." If late material is at variance with SWOP specifications, the results may not meet expectations. Materials will be held for six months and then destroyed.

REGIONAL/SPLIT-RUN ADS & INSERTS

Copy splits, regional ads, and inserts will be delivered to their proper areas subject to an allowable variance of 5-10% due to mechanical tolerances and local distribution patterns. Newsstand copies are not split regionally.

WHO CAN I CONTACT FOR MORE INFORMATION?

FOR SPECS, EXTENSIONS, AND PRINT/TABLET MATERIALS:

Greg Captain

212-286-5849

Greg_Captain@condenast.com

ALL OTHER INQUIRES:

Jonathan Ciccarella

212-286-3509

Jonathan_ciccarella@condenast.com

Updated: November 2012

Digital Ad Requirements

MEDIA:

All ad submissions must be PDF-x1a files uploaded to the Condé Nast ad portal:

<http://transmit.condenast.com>

The PDF/X-1a files must have:

All fonts **MUST** be embedded (True Type fonts cannot be used for Printing).

The color space must be CMYK or Grayscale. No RGB, LAB or embedded color profiles (such as ICC profiles).

No files with PMS colors will be accepted without prior notification. Otherwise, all PMS colors **MUST** be converted to CMYK.

Maximum ink density: 300 total.

Resolution: 300 dpi.

Proof Requirements

Conde Nast now utilizes Virtual Proofing technology at all printing facilities. Hard copy guidance is no longer required.

File Storage

The original proof and an archived copy of the digital ad file will be kept for 13 months after printing.

Split Runs and Regional Advertising

Subscription copies will be delivered to their proper subject area to within a 5% variance. Newsstand regional advertising: Every best effort will be made to deliver regional ads and copysplits to the desired newsstand markets. Due to continuing changes in wholesale distribution patterns, regional newsstand delivery for inserts and copysplits cannot be fully controlled and therefore cannot be fully guaranteed to particular states. It is recommended that regional inserts and copysplit buys be done according to the ten region Condé Nast area map.

Contract + Regulations

2016 Condé Nast Advertising Rate Card

CONTRACT TERMS AND CONDITIONS FOR

PRINT MAGAZINE PUBLICATIONS, WEBSITES,

MOBILE APPLICATIONS, AND DIGITAL MAGAZINES

The following terms and conditions govern all entities that place advertising (“Advertiser”), either directly or through an agent (“Agency”), in print magazines (“Magazines”), websites and mobile sites (collectively, “Websites”), email campaigns (“Email(s)”), digital magazine publications (“Digital Editions”), any other applications (collectively, together with Digital Editions, the “Apps”), and any other services published and/or owned, licensed or operated by or on behalf of Condé Nast (“Publisher”) (collectively, together with Magazines, Digital Editions, Websites, Emails, and Apps, the “Publisher Service”), and through Publisher on any third party Websites, Apps and/or any other service (including, but not limited to, Facebook, YouTube, Pinterest, etc.) (collectively, the “Third Party Services”). The Publisher Service together with the Third Party Services shall be collectively referred to herein as the “Service”. The placement of advertising on any Service constitutes Advertiser’s (and, if applicable, Agency’s) agreement to these terms and conditions and, to the extent ads are placed on any Third Party Services, such placement also constitutes Advertiser’s (and, if applicable, Agency’s) agreement to such Third Party Services’ then-applicable terms and conditions. These terms and conditions may be modified from time to time by Publisher, and the terms and conditions of any Third Party Services may be modified from time to time by such Third Party Service; additional placement of advertising will constitute Advertiser’s (and, if applicable, Agency’s) agreement to any such modifications.

A. The New Yorker’s Right To Reject, Cancel or Terminate Orders

The New Yorker reserves the right at its absolute discretion, and at any time, to cancel any advertising order or reject or remove any advertising copy in connection with any Service, whether or not the same has already been acknowledged, accepted and/or previously published,

displayed, performed or transmitted (collectively referred to herein as “Published” or “Publish”), including, but not limited to, for reasons relating to the content of the advertisement or any technology associated with the advertisement. In the event of such cancellation, rejection or removal by The New Yorker, advertising already run and to be run shall be paid for at the rate that would apply if the entire order were Published and no Short Rate (as defined below) will apply.

In addition, The New Yorker reserves the right to (i) remove from selected copies, editions, versions, or sections of a Service advertisements containing matter that readers have deemed objectionable (ii) implement blocking technology (including, but not limited to, geo-blocking technology) in connection with a Service; and (iii) enhance, upgrade and/or otherwise modify or discontinue any Service at any time.

The New Yorker, at its absolute discretion, may terminate its relationship with Advertiser and/or Agency for the breach of any of the terms hereof, including without limitation a breach based on the failure on the part of either Advertiser or Agency to pay each bill by its due date. Should The New Yorker terminate its relationship with Advertiser and/or Agency, a short-rate (which is the difference between the rate charged on the contracted frequency and the higher rate based on the reduced frequency of advertisements actually Published and paid for, herein a “Short-Rate”) may apply and all charges incurred together with short-rate charges shall be immediately due and payable. Furthermore, in the event Advertiser or Agency breaches, The New Yorker may, in addition to its other remedies, (a) cancel its recognition of Agency, thereby causing Agency to lose claim to any commission for any further advertising placed with The New Yorker on behalf of Advertiser or any other client of Agency, and/or (b) refuse to Publish any or all of Advertiser’s advertising.

B. Advertiser’s Failure to Run Advertising/Short-Rate/Merchandising Programs

All agreements for advertising frequency discounts in connection with any Service require that the specified number of advertisements be Published within a specified period and be promptly paid for. In the event of Advertiser’s or its Agency’s cancellation of any portion of any advertising order/contract or failure to have Published and paid for the specified number of advertisements, or if at any time The New Yorker in its reasonable judgment determines that Advertiser is not likely to Publish and pay for the total amount of advertising specified during the term of the agreement, any rate discount will be retroactively nullified, including for previously Published advertisements, and may result in a Short-Rate. In such event, Advertiser and/or Agency must reimburse The New Yorker for the Short-Rate within 30 days of invoice therefor and Advertiser will thereafter pay for advertising at the open rate or at the earned rate(s) as applicable. Any merchandising program executed by The New Yorker in reliance on advertising that is cancelled will be paid for by Advertiser at the fair market rate for such program. Advertising credits (for any earned advertising frequency discount adjustments for advertising run in excess of specified schedule) will only be earned if all advertising is paid for by the due date. Advertising credits must be used by the Advertiser within six months after the end of the period in which they were earned. If any portion of

such advertising credits remain unused at the expiration of the foregoing six month period, such unused advertising credits shall be expired and The New Yorker shall not have any further obligation to Advertiser and/or Agency with respect thereto.

C. Restrictions on Advertiser's Ability to Cancel Advertising Orders for Magazines and Digital Editions

Orders for inside or outside cover pages for Magazines and Digital Editions are non-cancelable. Options on cover positions for Magazines must be exercised at least 30 days prior to four-color closing date. If an order is not received by such date, the cover option automatically lapses. Orders for all inside advertising units for Magazines and Digital Editions are non-cancelable less than 15 days prior to closing date. Orders for furnished inserts for Magazines are non-cancelable the first day of the fourth calendar month preceding the month imprinted on the cover of the issue. Orders for all The New Yorker-produced inserts for Magazines are non-cancelable. In any event, Advertiser will be responsible for the cost of any work performed or materials purchased on behalf of Advertiser, including the cost of services, paper and/or printing.

D. Advertising Positioning at The New Yorker's Discretion

Orders for advertising containing restrictions or specifying positions, facings, editorial adjacencies or other requirements may be accepted and Published but such restrictions or specifications are at The New Yorker's sole discretion, and in no event shall such approved restrictions or specifications relate to (i) the placement of ads on Third Party Services, or (ii) any user generated content on The New Yorker's Websites, Apps and/or Emails.

E. Labeling of Advertisements

Advertisements that simulate or resemble, or might not be distinguishable from, editorial content must be clearly identified and labeled "ADVERTISEMENT" or any other label as determined by The New Yorker at the top of the advertisement, and The New Yorker may, in its discretion, so label such material and/or otherwise distinguish the style and/or presentation of such material.

F. Inserts

An accurate copy of any furnished insert must be submitted to The New Yorker for review prior to the printing of the insert. The New Yorker's review and/or approval of such copy does not release or relinquish Advertiser/Agency from its responsibilities hereunder. The New Yorker is not

responsible for errors or omissions in, or the production quality of, furnished inserts. Advertiser and/or Agency shall be responsible for any additional charges incurred by The New Yorker arising out of Advertiser and/or Agency's failure to deliver furnished inserts pursuant to The New Yorker's specifications. In the event that The New Yorker is unable to Publish the furnished insert as a result of such failure to comply, Advertiser and/or Agency shall nevertheless remain liable for the space cost of such insert.

G. Errors in or Omissions of Advertisements

In the event of The New Yorker's errors in or omissions of any advertisement(s), The New Yorker's liability shall be limited to a credit of the amount paid attributable to the space of the error/omission (in no event shall such credit exceed the total amount paid to The New Yorker for such advertisement), and The New Yorker shall have no liability unless the error/omission is brought to the The New Yorker's attention no later than 60 days after the advertisement is first Published. However, if a copy of the advertisement was provided or reviewed by Advertiser, The New Yorker shall have no liability. In no event will The New Yorker have any liability for errors or omissions caused by force majeure or errors in key numbers. In the event of a suspension of the Service due to computer, software, or network malfunction, congestion, repair, strike, accidents, fire, flood, storms, terrorist attacks, acts of war or any other cause or contingencies or force majeure beyond the reasonable control of The New Yorker, it is agreed that such suspension shall not invalidate any advertising agreement but a) will give The New Yorker the option to cancel any advertising agreement, or if The New Yorker does not do so, b) upon resumption of the Service, the agreement shall be continued and The New Yorker will have no liability for any errors or omissions or any damages or missed impressions caused by such suspension. IN NO EVENT WILL The New Yorker HAVE ANY LIABILITY FOR ANY ADVERTISING CREATIVE OR PRINTING COSTS, ADMINISTRATIVE COSTS, AND/OR CONSEQUENTIAL, INDIRECT, INCIDENTAL, PUNITIVE, SPECIAL OR EXEMPLARY DAMAGES WHATSOEVER, INCLUDING WITHOUT LIMITATION, DAMAGES FOR LOSS OF PROFITS, BUSINESS INTERRUPTION, LOSS OF DATA AND/OR INFORMATION AND THE LIKE.

H. Trademarks

The titles and logos of the Service Published or used by The New Yorker are registered trademarks and/or trademarks protected under common law. Neither the titles nor the logos may be used without the express written permission of The New Yorker.

I. Warranties; Indemnification

Advertiser and its Agency, if there be one, each represent and warrant that: (i) Advertiser's and third parties' websites, mobile sites, applications, e-mail campaigns and any other services that are associated with advertising purchased by Advertiser or Agency shall contain all necessary

consumer disclosures required by applicable federal, state and local laws, rules and regulations, including, but not limited to, a conspicuous link to a clear, accurate, and up-to-date Privacy Policy that: (a) discloses (1) the usage of third party technology; (2) the participation of third party service providers; and (3) the data collection and usage by such service providers and from such third party technology; and (b) complies with all applicable privacy laws, rules and regulations; (ii) it will not merge personally identifiable information with information previously collected as non-personally identifiable without robust notice of, and the end-user's prior affirmation (i.e., "opt-in") consent to, that merger; and (iii) any advertising or other material (including, but not limited to, product samples) submitted by Advertiser or Agency, and/or created by The New Yorker on behalf of Advertiser or Agency, and any material to which such advertisement or other material links or refers, complies with all applicable laws, rules and regulations and does not and will not violate the personal or proprietary rights of, and is not harmful to, any person, corporation or other entity. (Advertiser understands that although the intended audience of the Service is primarily in North America, the Service may be accessible and/or have incidental physical distribution throughout the world.) As part of the consideration to induce The New Yorker to Publish such advertisement, Advertiser and its Agency, if there be one, each agrees jointly and severally to defend, indemnify and hold harmless The New Yorker, its parent, subsidiaries and affiliates, and each of their officers, directors, members, employees, contractors, licensees, agents, representatives, successors and assigns against any and all liability, loss, damage, and expense of any nature, including attorneys' fees (collectively, "Losses") arising out of any actual or potential claims for libel, invasion of privacy, harm, copyright, patent, or trademark infringement, violation of publicity rights and/or any other actual or potential claims or suits that may arise out of (a) the copying, printing, publishing, displaying, performing, distributing or transmitting of such advertisement; (b) any violation of the CAN-SPAM Act or other laws relating to Advertiser's advertisements, including, but not limited to, commercial messages e-mailed on Advertiser's behalf by The New Yorker; (c) the loss, theft, use, or misuse of any credit/debit card or other payment, financial, or personal information; (d) the products and/or services promoted, sold, presented and/or contained in Advertiser's advertisements; and/or (e) a breach or alleged breach of its covenants, warranties and obligations under these advertising rate card contract terms and conditions. If the The New Yorker participated in the creation of an advertisement, the The New Yorker will indemnify Advertiser in connection with potential claims relating thereto only to the extent it has agreed to do so in writing.

J. Responsibility for Payment of Advertising Bills

In the event an order is placed by an Agency on behalf of Advertiser, such Agency warrants and represents that it has full right and authority to place such order on behalf of Advertiser and that all legal obligations arising out of the placement of the advertisement will be binding on both Advertiser and Agency. Advertiser and its Agency, if there be one, each agrees to be jointly and severally liable for the payment of all bills and charges incurred for each advertisement placed on Advertiser's behalf. Advertiser authorizes The New Yorker, 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. Any bill tendered by The New Yorker shall constitute an account stated unless written objection thereto is received by The New Yorker within ten (10) days from the rendering thereof. Payment by Advertiser to Agency shall not discharge Advertiser's liability to The New Yorker. The rights of The New Yorker shall in no way be affected by any dispute or claim between Advertiser and Agency.

Advertiser and Agency agree to reimburse The New Yorker for its costs and attorneys' fees in collecting any unpaid advertising charges. Advertiser confirms that it has appointed Agency, if one is specified, to be its authorized representative with respect to all matters relating to advertising placed on Advertiser's behalf with the understanding that Agency may be paid a commission.

K. No Assignment of Advertising

Advertiser and its Agency may not use any advertising space either directly or indirectly for any business, organization, enterprise, product, or service other than that for which the advertising space is provided by The New Yorker, nor may Advertiser or Agency authorize any others to use any advertising space.

L. Republication of Advertisements

Advertiser and Agency agree that any submitted advertisements Published in a Service, may, at The New Yorker's option, be republished, re-performed, retransmitted, archived or otherwise reused by The New Yorker or its agents in any form in whole or in part in all media now in existence or hereafter developed, whether or not combined with material of others. The copyright in any advertisement created by The New Yorker is owned by The New Yorker and may not be otherwise used by Advertiser or third parties without The New Yorker's prior written consent.

M. Advertising Rates

The New Yorker's Magazine and Digital Edition rates contained in advertising orders that vary from The New Yorker's published rates shall not be binding on The New Yorker and the advertisements ordered may be inserted and charged for at the actual schedule of The New Yorker's applicable published rates. The New Yorker's Magazine and Digital Edition rates and units of space are effective with the January 4, 2016 issue. Announcement of any changes in such rates will be made thirty (30) days in advance of the closing date for the first issue affected by such new rates. Advertising in issues thereafter will be at the rates then prevailing. Rates for The New Yorker's Websites, Emails and non-Digital Edition applications (i.e., The New Yorker's applications other than Digital Editions) and Third Party Services contained in advertising orders that vary from the rates established by The New Yorker for Advertiser shall not be binding on The New Yorker and the advertisements ordered may be inserted and charged for at the actual schedule of rates. Announcement of any changes in The New Yorker's rates for its Websites, Emails and/or non-Digital Edition applications and Third Party Services will be made thirty (30) days in advance of the first advertisements affected by such new rates. Advertisements Published thereafter will be at the The New Yorker's applicable rates then prevailing.

N. Rate Base Guarantees

Rate base guarantees for The New Yorker's Magazines and Digital Editions are made on an annual twelve month average.

O. Terms of Sale

An agency commission of fifteen percent (15%) will be allowed for recognized agencies. Payment for all advertising and services is due thirty (30) days from the date of invoice. All advertising production fees (if any) shall be billed and are immediately due in full within the first month of the advertising campaign. Interest may, at The New Yorker's discretion, be charged at a rate of 1.5% per month on past due balances. The New Yorker may at its option require cash in advance or otherwise change payment terms.

P. Choice of Law and Forum

All issues relating to advertising will be governed by the laws of the State of New York applicable to contracts to be performed entirely therein. Any action brought by Advertiser against The New Yorker relating to advertising must be brought in the state or federal courts in New York, New York. The parties hereby consent to the jurisdiction of the state or federal courts in New York, New York in connection with actions relating to advertising, including, but not limited to, actions to collect amounts due for advertising.

Q. Disclaimer

The New Yorker DISCLAIMS ALL WARRANTIES AND/OR GUARANTEES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES FOR NONINFRINGEMENT, ACCURACY, AVAILABILITY, UPTIME, MERCHANTABILITY AND/OR FITNESS FOR ANY PARTICULAR PURPOSE IN CONNECTION WITH THE DISPLAY, PERFORMANCE AND TRANSMISSION OF ADVERTISEMENTS ON The New Yorker'S SERVICES. Without limiting the generality of the foregoing, The New Yorker disclaims all warranties and guarantees with respect to the Services, including, without limitation, warranties and/or guarantees relating to: (a) the positioning or placement of advertisements on the Services, (b) advertising results on the Services; (c) the accuracy of audience data, including, but not limited to, audience demographic data, audience size/reach data, etc. with respect to the Services; and (d) information and data security.

R. Canadian Based Advertisers/Agencies

For Canadian based Advertisers/Agencies only, the parties agree that The New Yorker shall provide two separate and distinct supplies under this agreement, namely (i) the sale of advertising space in media that will be distributed in Canada, and (ii) the sale of advertising space in media that will be distributed outside of Canada. For Canadian based Advertisers/Agencies, all invoices prepared by The New Yorker with respect to the Services provided under this agreement shall specify the respective amounts payable to The New Yorker in connection with the provision of the supplies described in R(i) and R(ii) above.

S. Taxes

Advertiser/Agency agrees that it is solely responsible for any and all necessary payment of sales and use taxes or any other transactional taxes arising from this agreement and remittance of such taxes to The New Yorker. Advertiser/Agency will indemnify and hold The New Yorker harmless for any such taxes (and applicable interest, penalties, legal fees and costs) and will reimburse The New Yorker for any such liabilities incurred in connection with transactions contemplated by this agreement to the extent Advertiser/Agency fail to pay and remit such taxes to The New Yorker.

T. Entire Agreement

The foregoing terms and conditions (and the Additional Terms set forth below) shall govern the relationship between The New Yorker and Advertiser and/or Agency. The New Yorker has not made any representations to Advertiser or Agency that are not contained herein. Unless expressly agreed to in writing and signed by an officer or senior executive of The New Yorker, no other terms or conditions in contracts, orders, copy, or otherwise will be binding on The New Yorker. Failure by The New Yorker to enforce any of these provisions shall not be considered a waiver of such provision.

ADDITIONAL TERMS AND CONDITIONS APPLICABLE TO PUBLISHER'S WEBSITES, APPS AND EMAILS

For the purpose of clarification, the terms and conditions set forth in Sections A through T above apply to all advertisements Published in any Service. In addition, the following terms and conditions set forth in Sections U through Z2 below ("Additional Terms") shall apply to all advertisements Published on Third Party Services and on The New Yorker's Websites, Apps and Emails as provided below. To the extent the Additional Terms directly conflict with or are inconsistent with Sections A through T above, the Additional Terms shall govern with respect to Third Party Services and The New Yorker's Websites, Apps and Emails.

U. Impression Guarantees and Calculations

The New Yorker makes no guarantee or representation as to the quantity and/or quality of visits, impressions, circulation, or other usage of Third Party Services or The New Yorker's Websites, Apps or Emails or of the advertisement, or as to the use of any particular tracking or information-gathering devices, unless The New Yorker expressly agrees otherwise in writing. Advertiser and Agency acknowledge and agree that advertisements and ad impressions Published on Third Party Services and The New Yorker's Websites, Apps and/or Emails may be viewed by end users located in and/or outside the United States. In addition, all impressions and/or other measurements of advertisements for The New Yorker's Websites, Apps and Emails shall be based solely on The New Yorker's calculations for its Websites, Apps and Emails. All impressions and/or other measurements of advertisements for a Third Party Service shall, at The New Yorker's discretion, either be based on The New Yorker's calculations or such Third Party Services' calculations. Unless otherwise agreed to in writing by The New Yorker, The New Yorker will bill for the advertising on The New Yorker's Websites based on such Websites' own ad delivery numbers ("DFP numbers"); and, if applicable, The New Yorker has the right to bill for advertising in Third Party Services and The New Yorker's Apps and Emails based on its DFP numbers. In the event The New Yorker and Advertiser agree in writing that certain ads will be billed based on ad delivery numbers other than the applicable Website's (and/or Apps' or Emails' or any Third Party Services') own DFP numbers (i.e., third party numbers), The New Yorker will bill for such ads based on such third party numbers as long as the delivery discrepancy from third party numbers and DFP numbers is less than ten percent (10%). In the event that a difference of ten percent (10%) or more arises, both The New Yorker and Advertiser/Agency agree to use reasonable efforts to reconcile the difference and come to a mutually agreed upon solution. If an agreement cannot be reached or if Advertiser fails to provide its third party ad delivery numbers within ten (10) business days after the end of each month of its ad campaign, The New Yorker reserves the right to bill Agency/Advertiser at a delivery rate of ninety percent (90%) of DFP numbers. To the extent The New Yorker fails to provide Advertiser with the number of impressions guaranteed (if applicable) on the Third Party Services or its Websites, Apps or Emails, The New Yorker will provide as a sole remedy a make-good, by extending the order beyond the contracted advertising flight period until the remainder of the guaranteed impressions are delivered; provided, however, that any makegood relating to Third Party Services may be subject to such Third Party Services' makegood policies. For purposes of clarification, Advertisers that request a special billing schedule or an upfront bill will not receive refunds/adjustments in the case of under-delivery of guaranteed impressions (if applicable).

V. Errors in or Omissions of Advertisements

In the event of The New Yorker's errors in or omissions of any advertisement(s) on Third Party Services or its Websites, Apps or Emails (including, but not limited to, errors or omissions involved in converting Advertiser's ads into an App), The New Yorker's sole liability shall be limited to a credit of the amount paid attributable to the space of the error/omission (in no event shall such credit exceed the total amount paid to The New Yorker for the advertisement), and The New Yorker shall have no liability unless the error/omission is brought to the The New Yorker's attention no later than 5 days after the advertisement is first Published. However, if a copy of the advertisement was provided or reviewed by Advertiser, The New Yorker shall have no liability. In

no event will The New Yorker have any liability for errors in key numbers.

W. Restrictions on Advertiser's Ability to Cancel Advertising Orders

Orders for all advertising units on Third Party Services and The New Yorker's Websites, Emails and non-Digital Edition applications are non-cancellable less than thirty (30) days prior to the start of advertising campaign. In any event, Advertiser will be responsible for the cost of any work performed or materials purchased on behalf of Advertiser, including the cost of services.

X. Additional Advertiser Warranties; Indemnification

In addition to the warranties set forth in Section I above, Advertiser and its Agency, if there be one, each represent and warrant that: (i) none of the advertisements, ad tags (if any), software or any other materials provided to The New Yorker for display on Third Party Services or its Websites, Apps or Emails cause the download or delivery of any software application, executable code, malware, any virus or malicious or social engineering (e.g., phishing, etc.) code or features; and (ii) it will not conduct or undertake, or authorize any third party to conduct or undertake, any unlawful or improper actions in connection with the Third Party Services, Websites, Apps or Emails, including, but not limited to, generating automated, fraudulent or otherwise invalid clicks or impressions on Third Party Services or The New Yorker's Websites, Apps or Emails, or collecting data contrary to applicable laws or regulations or The New Yorker's Privacy Policy or any applicable Third Party Services' Privacy Policy and/or these terms and conditions or The New Yorker's Third Party Data Collection Policy (referenced in Section Z2 below); and (iii) it will comply with all applicable self regulatory behavioral targeting principles, including, but not limited to, the Digital Advertising Alliance and Network Advertising Initiative self regulatory behavioral targeting principles. In addition to the indemnification obligations of Advertiser/Agency set forth in Section I above, Advertiser and its Agency, if there be one, each agrees jointly and severally to defend, indemnify and hold harmless The New Yorker, its parent, subsidiaries and affiliates, and each of their officers, directors, members, employees, contractors, licensees, agents, representatives successors and assigns against any and all Losses (as defined in Section I above) that may arise from or relate to: (a) the linkage of any advertisement on the Service to other material; or (b) a breach or alleged breach of Advertiser's warranties set forth in this Section X.

Y. Additional Disclaimer

In addition to the disclaimers set forth in Section Q above, and without limiting the generality of the foregoing disclaimers, The New Yorker disclaims all warranties and guarantees with respect to Third Party Services and its Websites, Apps and Emails, including, without limitation, warranties and/or guarantees relating to: (a) the availability, uptime and delivery of any impressions and/or advertisements on any Third Party Services and/or on any of The New Yorker's Websites, Apps

and/or Emails; (b) the quantity, quality or frequency of clicks or click-through rates of advertisements on the Third Party Services, Websites, Apps and/or Emails; (c) the viewability of any advertisements on the Third Party Services, Websites, Apps and/or Emails; and (d) the prevention of end users' use or engagement of ad blocking technology on the Third Party Services, Websites, Apps and/or Emails. Advertiser acknowledges that third parties other than The New Yorker may generate automated, fraudulent or otherwise invalid/improper impressions, conversions, inquiries, clicks or other actions on Advertiser's advertisements displayed on Third Party Services and The New Yorker's Websites, Apps or Emails. As between Advertiser and The New Yorker, Advertiser accepts the risk of any such improper actions. Advertiser's exclusive remedy for such suspected improper actions is for Advertiser to request a refund relating to its impacted advertisements in the form of advertising credits on the applicable Third Party Services, Website, App or Emails within thirty (30) days from the end of the calendar month in which such advertisement is initially displayed on the applicable Third Party Services, Website, App or Emails. Any advertising credit refunds in connection with the Advertiser's aforementioned requests are within the sole discretion of The New Yorker.

Z1. CAN-SPAM

Advertiser and Agency understand that advertisements and/or other commercial messages sent on its behalf by The New Yorker via Email may be governed by federal, state and local laws, rules and regulations, including without limitation the Controlling the Assault of Non-Solicited Pornography and Marketing Act of 2003 and any acts related thereto, and including the interpretations thereof by the FTC or other governmental authorities (collectively, the "CAN-SPAM Act") and state "Do Not E-mail" registries. Advertiser agrees to comply with all such applicable laws, rules and regulations. Without limiting the generality of the foregoing, Advertiser shall fulfill all obligations of a "Sender" as specified in the CAN-SPAM Act, unless The New Yorker agrees in writing to be designated as the "Sender". In either case, Advertiser agrees to comply with The New Yorker's policies intended to comply with the CAN-SPAM Act.

Z2. Data Collection

To the extent Advertiser and/or Agency collects or obtains data from any Service, whether collected or received via an advertising unit, widget, pixel tag, cookie, clear gif, HTML, web beacon, script or other data collection process, including without limitation "clickstream" or "traffic pattern" data, or data that otherwise relates to usage of the Service, user behavior, and/or analytics, Advertiser and/or Agency is subject to the then-current version of The New Yorker's Third Party Data Collection Policy, which is incorporated herein by reference (a copy of which is available upon request). In addition, to the extent Advertiser and/or Agency provides any such data, or any names, postal addresses, email addresses, telephone numbers or other personally identifiable data to The New Yorker for any purpose, Advertiser and/or Agency represents and warrants that it has all rights, consents and permission necessary to transfer such data, and for The New Yorker to use such data, for the purposes contemplated by the parties.

Editorial Calendar / Special Issues

Editorial Calendar

Cover Date	Special Themes	Print Space Insertion Order & On-Sale Tablet Inclusion Form
January 4, 2016		12/9/15 12/28/15
January 11, 2016		12/15/15 1/4/16
January 18, 2016		12/28/15 1/11/16
January 25, 2016		1/6/16 1/18/16
February 1, 2016		1/13/16 1/25/16
February 8 & 15, 2016	Anniversary/ Double Issue/ Perfect Bound	1/19/16 2/1/16
February 22, 2016		2/3/16 2/15/16
February 29, 2016	Oscars Cover	2/10/16 2/22/16
March 7, 2016		2/17/16 2/29/16
March 14, 2016	Spring Cultural Preview/ Leap Year	2/24/16 3/7/16
March 21, 2016	Style & Design/ Perfect Bound	3/1/16 3/14/16
March 28, 2015		3/9/16 3/21/16
April 4, 2016	Travel & Food/ Perfect Bound	3/15/16 3/28/16
April 11, 2016		3/23/16 4/4/16
April 18, 2016		3/30/16 4/11/16
April 25, 2016	Entertainment/ Perfect Bound	4/5/16 4/18/16
May 2, 2016		4/13/16 4/25/16

May 9, 2016		4/20/16	5/2/16
May 16, 2016	Innovators/ Perfect Bound	4/26/16	5/9/16
May 23, 2016	Summer Cultural Preview	5/4/16	5/16/16
May 30, 2016		5/11/16	5/23/16
June 6 & 13, 2016	Summer Reading/ Double Issue/ Perfect Bound	5/17/16	5/30/16
June 20, 2016		6/1/16	6/13/16
June 27, 2016		6/8/16	6/20/16
July 4, 2016	4th of July Cover	6/15/16	6/27/16
July 11 & 18, 2016	Double Issue/ Saddle Stitched	6/22/16	7/4/16
July 25, 2016		7/6/16	7/18/16
August 1, 2016		7/13/16	7/25/16
August 8 & 15, 2016	Olympics Cover/ Double Issue/ Saddle Stitched	7/20/16	8/1/16
August 22, 2016		8/3/16	8/15/16
August 29, 2016	Fall Cultural Preview	8/10/16	8/22/16
September 5, 2016		8/17/16	8/29/16
September 12, 2016	Festival Guide	8/24/16	9/5/16
September 19, 2016	Style & Design/ Perfect Bound	8/29/16	9/12/16
September 26, 2016		9/7/16	9/19/16
October 3, 2016		9/14/16	9/26/16
October 10, 2016	Money/ Perfect Bound	9/20/16	10/3/16
October 17, 2016	Fall Book Preview	9/28/16	10/10/16

October 24, 2016		10/5/16	10/17/16
October 31, 2016	Politics/ Perfect Bound	10/11/16	10/24/16
November 7, 2016		10/19/16	10/31/16
November 14, 2016	Winter Cultural Preview	10/26/16	11/7/16
November 21, 2016	Technology/ Perfect Bound	11/1/16	11/14/16
November 28, 2016		11/9/16	11/21/16
December 5, 2016		11/14/16	11/28/16
December 12, 2016		11/21/16	12/5/16
December 19 & 26, 2016	World Changers/ Double Issue/ Perfect Bound	11/29/16	12/12/16

Insertion Orders & Offset materials must be submitted by noon on closing date.

The New Yorker Tablet Edition

Every national advertiser in the print edition of The New Yorker will be included in the Tablet Edition at no additional cost. Please contact your sales representative for more information.

Regional advertising

Insertion order due six weeks prior to issue date; materials due by regular closing date.

All dates subject to change. Please confirm all issue closings with your sales representative.

*Late close capabilities. Late close available the week prior to issue on-sale. Please inquire to:

James Guilfoyle

Director of Finance and Business Operations

Tel.: 212.286.2398

Fax: 212.286.5692

E-mail: james_guilfoyle@newyorker.com

Please send Insertion Orders to your New Yorker representative or to:

Danya Hakimian

Senior Business Manager

The New Yorker

4 Times Square, 21st Floor

New York, NY 10036

Tel.: 212.286.6942

Fax: 212.286.5692

E-mail: danya_hakimian@newyorker.com

For Advertising inquiries, please call your New Yorker representative or:

Risa Aronson

Associate Publisher

Tel.: 212.286.4068

E-mail:

Risa_Aronson@newyorker.com

All issues are *on sale* one week prior to cover date listed.

Updated: May 2016

Insert due dates vary from the material close deadlines listed above and will be provided separately.

* Editorial Calendar Subject to Change