

www.iframagazine.com – the portal Media Information 2009



Online information pool

IFRA Magazine's portal is the online entrance to rich and constantly updated content provided by IFRA's editors, analysts, correspondents and guest writers. From here, you can go to any of the 38 topical microsites created as part of our monthly FOCUS reports. You can also get the latest news between editions and interact with our editorial staff on any subject.

IFRA Magazine is the only publishing industry trade publication in the world with an international scope and multilingual delivery. The entire site is specially designed with the user in mind, featuring non-scrolling pages that ensure all the information you need is on your screen.

We offer you, in addition to advertising spaces in the **IFRA Magazine**, the opportunity to place banner ads on the portal page of the **IFRA Magazine** website www.iframagazine.com.

Please note that your banner will be visible not only on the portal page, it is available on all pages except the microsites (FOCUS Topics of the **IFRA Magazine**) and the Weblog.

Information, rates, deadlines

Here are the details:

Banner prices for exclusive placement on the portal page of www.iframagazine.com:

Price per month: Euro 700

Member discount:

IFRA members are granted 10% discount.

Advertising material:

Material deadline: banner and URL, which should be linked, is needed at the latest 3 working days before the beginning of the ordered month

Size: max. 468 x 60 Pixel

Format: JPEG or GIF, linked with URL named by you
Flash, with embedded URL

Languages: delivery of five different language versions (English, German, French, Spanish and Russian) is possible.

Position: bottom left on the portal page of our website "www.iframagazine.com".

The space is available right away and will be sold on a "first come, first served" basis.

VAT to be added, where applicable.

Advertising rates are subject to change, to find the latest updates on the rates and other media information go to our website at www.iframagazine.com/mediainfo.

IFRA Magazine & more

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Contacts

» www.iframagazine.com

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Offer request form - page 1

» www.iframagazine.com

Offer request form

Company name: _____
Contact person: _____
E-mail address: _____

IFRA Magazine – paper and ePaper edition

Ad size (i.e. 1/1): _____ No. of process colours: _____

No. of repeats in total per year: _____

Special pages/sections (i.e. cover pages, FuturePress section): _____

No. of repeats on special pages/sections: _____

Language editions: English German French Spanish Russian

Inserts in specific month: _____ Weight of the insert: _____

Language editions: English German French Spanish Russian

IFRA Future Press book – paper and ePaper edition

Ad size (i.e. 1/1), 4c: _____

Special pages (i.e. cover pages, same Future Press section as in the IFRA Magazine): _____

IFRA Magazine website – exclusive banner placement on the Portal page

No. of months: _____

Month/Periode (i.e. May or July - December): _____

IFRA Multiblog – ad on the IFRA Multiblog card of a specific IFRA Multiblog

Names of the events: _____

No. of events in total: _____

IFRA Multiblog – banner placement on a specific IFRA Multiblog

Names of the events: _____

No. of events in total: _____

IFRA Magazine & more

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Offer request form - page 2

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IFRA Summaries – Text ad on the e-mail event coverage per event day

Names of the events: _____

No. of events in total: _____

IFRA Executive News Service – sponsoring the ENS e-mail newsletter (Text ad)

No. of months: _____

Month/Periode (i.e. April or June - October): _____

IFRA Search – sponsoring the vertical search engine for the news publishing industry

No. of months: _____

Month/Periode (i.e. April or June - October): _____

IFRA Directories

IFRA Newspaper-Community.com (NC) – printed webguide + PDF-Download

Entries: company entry: _____

Ads: on the 2nd, 3rd or 4th cover page (1/1, 4c) _____

inside doublepage (2/1, 4c) _____

IFRA Suppliers Directory (SD) – printed industry reference guide

Entries: super entry under one super category (=1/2 page horizontal) _____

sub entry under one sub category (=1/4 page vertical) _____

+ additional bullet (only in combination with a super entry) _____

+ additional address entry _____

Ads: on the 2nd, 3rd or 4th cover page (1/1, 4c) _____

1/2 page horizontal, where possible (1/2, 4c) _____

left page facing super category (1/1, 4c) _____

IFRA Suppliers Directory Online (SDO) – online industry reference guide

Entries: basic company entry _____

+ additional product entry per subcategory _____

+ additional address entry _____

Banner: _____ month (per Banner and Main category) _____

General Terms and Conditions

Media Information 2009

General Terms and Conditions of Advertising

» www.iframagazine.com

§ 1 Scope

(1) The following IFRA GmbH & Co. KG (hereinafter referred to as IFRA) general terms and conditions apply exclusively to all advertising contracts with IFRA as well as for the formation of the contracts. They apply exclusively in relation to businesses in the sense of § 310 paragraph 1 of the German Civil Code.

(2) General terms and conditions of the advertiser that contradict or deviate from the IFRA general terms and conditions will not become part of the contract, unless IFRA expressly agrees in writing to their inclusion.

§ 2 Making of the contract

(1) The advertising contract is agreed when IFRA confirms the ad order in writing or by e-Mail or the ad is distributed, or printed respectively, in the publishing medium concerned.

(2) The deadlines stated in the order confirmation are binding and can be changed only with the agreement of the other contract partner.

§ 3 Right of refusal

(1) IFRA reserves the right not to publish ad orders due to their content, origin or technical form. In assessing this, uniform, objectively justified principles shall be applied. This shall be the case especially if the ad content is contrary to legal or official prohibitions, contra bonos mores, or publication by IFRA is otherwise deemed unsuitable.

(2) IFRA is entitled to remove from the offering already published ads with content that is in violation of legal or official prohibition or contra bonos mores without prior notification of the advertiser. The advertiser will be informed immediately of such a measure. This does not entitle the advertiser to reimbursement.

§ 4 Content and rights to the ad/copyright

(1) The advertiser bears sole responsibility for the content – in particular the accuracy and legal admissibility of the text, graphic and image copy supplied for publication of the ad. IFRA is not obliged to examine the ad for possible infringement of the rights of a third party. The advertiser is obliged to ensure IFRA non-liability in case of claims against IFRA made by a third party arising in any way from the performance of the ad order.

(2) To the extent that registered trademarks are used in the ad publication, IFRA is granted the authorisation for their use upon receiving the ad order. The advertiser guarantees that the granting of the authorisation is justified.

(3) IFRA acquires the exclusive copyright and/or other rights of performance for all ads it produces and publishes. Unless otherwise agreed in writing, payment by the advertiser, i.a. for production of the print layout or HTML layout by IFRA, does not cause an assignment of copyright and/or other protected performances to the advertiser or agency acting on his behalf.

(4) All information (texts, images, etc.) published by IFRA is subject to its copyright. Exempted from this rule is information published by IFRA where the production – including the HTML source text – was realised by the advertiser or an agency acting on his behalf. It is only in these cases that copyright is not in the hands of IFRA, but of the advertiser concerned, or the agent acting on his behalf respectively.

(5) IFRA will clearly identify as such ads that are not recognisable as ads due to their editorial design.

§ 5 Begin of publication/duty to cooperate of the advertiser

(1) Begin of publication is at a time agreed in writing with the advertiser. If no such time has been agreed in this way, publication will be immediately after the advertising contract has been agreed.

(2) IFRA is not liable for delays in performance due to force majeure (e.g. strike, lockout, official instruction, telecommunication problems, etc.) and entitle IFRA to postpone the agreed performances for the duration of their prevention, plus a reasonable start-up time. IFRA will inform the advertiser immediately about the delays in performance due to force majeure.

(3) The advertiser is responsible for the complete supply of clean, suitable printing copy (including the required translation of texts into English, French, German, Russian and Spanish), in accordance with the specifications in the valid IFRA Media Datasheets. The deadline for receiving copy is listed in the planning calendar included in the valid IFRA Datasheets. IFRA is not liable for delays caused by the content of the ad text supplied by the advertiser, due either to the content or for technical reasons.

§ 6 Payment, delayed payment

(1) Unless agreed otherwise in writing, the advertiser pays IFRA the price listed in the rate schedule of the currently valid Media Datasheets for publication of his ad. The valid rate schedule published by IFRA in the Media Datasheets at the time the order is received from the advertiser shall apply. The listed prices are ex VAT.

(2) IFRA issues the invoice immediately after publication of the ad and forwards it to the advertiser. Payment in full is due on receipt of the invoice.

(3) The discounts listed in the rate schedule are granted only for the ads published on behalf of an advertiser within a calendar year (January-December). The advertiser is entitled to retroactively claim the corresponding discount for his actually placed orders within the one-year period.

§ 7 Publication

(1) The advertiser affords payment for publication of the ad in the IFRA print media or Internet pages.

(2) IFRA undertakes as far as possible to accommodate wishes for publishing ads in preferred positions and editions. But this becomes binding for IFRA only if confirmed in writing by IFRA before publication.

(3) Proofs, as described in the Media Datasheets, are supplied only in exceptional cases, where time allows and it is agreed expressly in writing. If the advertiser fails to return a proof within the agreed time limit but that was supplied to him on time, the proof will be considered approved.

§ 8 Changing the ad text

(1) In the case of ads published for a stipulated period by IFRA in the Internet, IFRA is obliged, if called upon to do so, to introduce changes during the publication period, on condition that such changes are feasible from both the technical and content points of view. Exempted are all changes concerning the identity of the ad, so that in case of the change being implemented a new advertiser would become recognisable as the author and not the original advertiser.

(2) Changes that IFRA can carry out with minimum time and effort will not be charged. If that is not the case, IFRA will inform the advertiser accordingly and only carry out the desired change after calculating the corresponding costs and receiving confirmation from the advertiser that he will bear any additional costs that result for IFRA.

General Terms and Conditions

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General Terms and Conditions of Advertising

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§ 9 Guarantee

(1) IFRA guarantees to reproduce the ad in accordance with regular technical standards and in the best possible quality.

(2) There is not considered to be an error in the display if, with ads published in the Internet, display problems are due to

- the use of unsuitable display, software and/or hardware (e.g. browser),
- a fault in the communication networks of other operators,
- a computer failure at an Internet access provider or at an online service or
- incomplete and/or non-updated offerings on so-called proxy servers (temporary stores) of commercial and non-commercial providers or online services.

(3) In case of faulty ad reproduction for which IFRA is liable, the advertiser is entitled to a faultless replacement ad, but only to the degree in which the purpose of the ad was impaired. If IFRA is not prepared or in a position for this, refuses to do so or delays taking appropriate action beyond appropriate time limits due to reasons for which IFRA bears responsibility, or if publication of a replacement ad founders in any other way, the advertiser is entitled to optionally cancel the contract (annulment) or demand a reduction in the advertising price (abatement).

§ 10 Notice of defects

In mutual commercial transactions, the advertiser is obliged to check the published ad immediately after the first publication and give notice of any defects without delay. The time limit for notification of such defects for obvious defects begins with publication of the ad, for concealed defects with their discovery. If the advertiser fails to give notification of the defect, the publication of the ad is considered approved as free of defect.

§ 11 Exclusion and limitation of liability

(1) IFRA bears no liability, especially in relation to claims on the part of the advertiser for damages on whatever legal grounds, in particular in case of breaches of obligation from the obligatory relation and from non-permitted actions.

This does not apply in cases of mandatory liability by law, especially:

- for own violation of obligation, either deliberate or due to crass negligence, or violation of obligation due to crass negligence by legal representatives or assistants and in case of intention to deceive;
- for the violation of integral contractual obligations (i.e. such contractual obligations that, due to the nature of the contractual relationship, the customer must necessarily be able to rely on their fulfilment) and in the case of justifiable impossibility of performance and major violation of obligation;
- if in the case of violation of such obligations in the meaning of § 241 paragraph 2 German Civil Code our performance can no longer be expected to be tolerated by the customer;
- in the case of injury to life, body and health, also by legal representatives or assistants;
- to the degree that IFRA has taken over the guarantee for the quality of its performance or the existence of a performance success, or a procurement risk;

(2) In other cases, IFRA is liable for all claims for damages or reimbursement of expenditure filed against it under the existing contractual relationship due to culpable violation of duties, no matter what the legal ground, not in case of minor negligence.

(3) In the case of the preceding liability under item 11.2 and a liability without fault, especially in initial impossibility and deficiency in title, we are liable only for typical and foreseeable damages.

(4) Liability for indirect damages and consequential damage due to faults, to the extent that IFRA has not violated a major contractual obligation (see item 11.1) or IFRA, its senior personnel or assistants is culpable of a premeditated or grossly negligent breach of duty.

(5) Liability, with the exception of premeditation and other legally binding, divergent maximum amount of liability, the total amount of liability is limited to the coverage of the business liability insurance.

At the request of the advertiser, IFRA will at any time and free of charge provide a copy of the relevant insurance policy.

IFRA undertakes, in the event of a release from obligation to perform on the part of the insurer (e.g. due to breaches of obligation, annual maximisation, etc.), to support the customer with its own resources, excepting cases of premeditated action and injury to body, life or health and other legally binding, divergent liabilities and/or liability provisions, to a maximum sum of EUR 50,000,-. Any greater liability is excluded.

(6) The exclusions or limitations of liability under the preceding items 11.2 to 11.5 apply to the same degree for senior and non-senior personnel as well as other assistants.

§ 12 Retaining originals – Archiving ads

(1) IFRA must return copy supplied by the advertiser for ad production only if specifically called upon to do so in writing by the advertiser. The obligation to retain copy ends three months after the termination of the ad contract.

(2) IFRA is not obliged to retain the published ad after the end of the advertising contract.

§ 13 Miscellaneous

(1) If the advertiser is a legal person under public law or a special fund under public law or has no residence in the Federal Republic of Germany, Darmstadt is the exclusive court of arbitration for all disputes arising from the contractual relationship. However, IFRA is permitted also to proceed against the advertiser at his legal domicile. The place of performance of the mutual obligations under the contract is Darmstadt.

(2) Any subsidiary agreements, changes and additions must be in written form in order to be effective; this applies especially also for the removal of this rule.

(3) For all legal relationships of the parties to the contract the law of the Federal Republic of Germany shall exclusively apply, to the exclusion of the UN Convention on Contracts for the International Sale of Goods (CISG).

As of July 2007