

## **ADVERTISING TERMS AND CONDITIONS 2021-22**

The Ottawa Dental Society (ODS) shall be the sole judge of the suitability of materials for advertising and accepts advertising for the magazine, *The Capital Examiner*, and the website, subject to the following conditions:

### **1. Advertisement Guidelines**

- 1.1. The appearance of advertising and marketing of any kind on the ODS website or in publications is not an endorsement or guarantee of the product or service being advertised or of the claims made for the product or service by the advertiser.
- 1.2. All advertisements must be reviewed by the ODS for approval prior to publication. The ODS reserves the right to decline, withdraw, or edit any advertisement not in keeping with ODS's standard of purpose. The ODS may, at its sole discretion, at any time and for any reason, cancel or refuse any advertisement, regardless of whether such advertisement previously was accepted by the ODS.
- 1.3. Advertisers may not use the ODS name or logo without prior written consent.
- 1.4. The ODS shall not act as a broker through an advertisement for any product or service not manufactured or provided directly by the party named in the advertisement. Brokers placing advertisements on behalf of a client assume total responsibility for on-time payment to the ODS regardless of the client's payment standing with the broker.
- 1.5. Advertisers warrant to the ODS that the advertisement is the advertiser's own original work; that the advertiser is the sole owner of the work and all of the rights herein granted; that the content of the advertisement does not violate any copyright, trademark, proprietary or personal rights of others, and that the advertisement is factually accurate and contains no matter defamatory or otherwise unlawful.
- 1.6. Advertisers agree to indemnify the ODS and its affiliates, employees, officers, directors, and agents from and against all liability, including attorneys' fees, for any loss or damage or claims that arise from or are related to the use or publication of the advertisement, including but not limited to claims for copyright or trademark infringement, unfair competition, defamation, breach of contract, Privacy Act violations, or breach of the representations and warranties provided herein.
- 1.7. Advertisers shall comply with any and all provincial and/or federal laws governing solicitations and individual privacy information.
- 1.8. Advertisers shall indemnify and hold harmless the ODS, its officers, directors, affiliates, agents, and employees for any third-party claims arising out of alleged violations of such laws including but not limited to damages, liabilities, losses, costs, and attorneys' fees and legal expenses.
- 1.9. Advertisers or their representatives are required to acknowledge their understanding and agreement of the ODS Advertising Terms and Conditions on the Advertising Insertion Request Form.
- 1.10. The ODS will not be bound by conditions printed or appearing on order blanks or copy instructions that conflict with provisions of these terms and conditions.

## 2. Advertisement Submissions

- 2.1. Ads supplied to the ODS must be in a high-resolution PDF, JPEG (300 dpi or greater), .eps, or .cdr (Corel Draw) format, with all fonts and formatting imbedded. **For full page ads only, please allow for 1/8" bleed margins with crop marks and all text must be kept within 1/4" of the inside cut margins.** Please convert all fonts to curves/outlines prior to saving or exporting the file to a PDF. Any ads which require additional typesetting, edits, layout, colour separation on material supplied are subject to additional charges which are the responsibility of the advertiser.
- 2.2. Advertisers shall provide to the ODS the advertisement, including all necessary artwork, by the published due date. In the event that all necessary artwork is not received by the due date, the ODS may at its sole discretion elect to use artwork from previous advertisements placed by the Advertiser (if any).
- 2.3. Every care is taken to avoid mistakes, but responsibility cannot be accepted by the ODS for clerical or printer errors.
- 2.4. All ads must be submitted electronically to [admin@ottawadentalsociety.org](mailto:admin@ottawadentalsociety.org). The ODS will not be responsible for any errors or typos for ads that need to be rekeyed from a hard copy submission.

## 3. Advertisement Payment

- 3.1. Advertisers shall be liable for any and all amounts payable to the ODS under this agreement. Payment must be received in advance by completing an Insertion Request Form.
- 3.2. Ads are posted or published once full payment is received. No refunds, either full, partial, or pro-rated will be made should the advertiser decide to cancel the ad or shorten the term, except under extraordinary circumstances, as determined by the Magazine Committee.

Updated June 7, 2021