

# Terms & conditions

## FT ADVERTISING TERMS & CONDITIONS

These legally binding terms and conditions (“**Terms and Conditions**”) apply to all Bookings for Print and Digital Advertisements.

Words and phrases shall have their common meanings and any capitalised terms shall have the meaning set out in the Definitions in section 10 below.

### 1.0 PRICES AND PAYMENT

**1.1** Bookings are subject to the rates specified in the relevant insertion order.

**1.2** Gross rates for Advertisements for the Newspaper booked in the United Kingdom (except classified lineage and semi-display Advertisements) are subject to a 0.1% Advertising Standards Board of Finance surcharge.

**1.3** For Digital Advertisements, rates apply per thousand impressions served and are dependent on volume ordered and site position unless otherwise specified by FT.

**1.4** Buyer shall be responsible for the cost of any Advertisement serving on the Buyer’s side.

**1.5** NPA Recognised Agencies may be allowed a commission of 15% on the invoiced amounts, or 10% in the case of Financial Listings and print FT Specialist Titles. Where Buyer is not an NPA Recognised Agent, no commission is allowed unless otherwise agreed by FT in writing.

**1.6** Payment is due 8 Working Days in advance of the Start Date specified in the Booking. Payment shall be effective on the crediting to FT's bank account of money transferred electronically or through the clearing bank's BACS system.

**1.7** Buyer shall pay FT in full for all Bookings in the event of non-publication due to Buyer’s failure to supply the Advertisement before the Publication Deadline or Rich Publication Deadline.

**1.8** Where FT (at its sole discretion) agrees to allow credit to Buyer in respect of Advertisements in the Newspaper, the due time for payment shall be no later than 10.00 am: (a) if Buyer is an NPA Recognised Agent, on the last working day of the month following that in which the Advertisement appeared; or (b) in any other case, on the 25th working day following the date on which the Advertisement appeared. Full details of each remittance are to be supplied to FT by the due time.

**1.9** Where FT (at its sole discretion) agrees to allow credit to Buyer in respect of Advertisements inserted on an FT Site or a Third Party Site, payment is due within 30 working days of the date shown on the invoice. FT may invoice Buyer in respect of such Advertisements on or at any time after the Start Date.

**1.10** Advertising credits granted by FT to Buyer (including any advertising spend granted by FT pursuant to any contra, barter or similar agreement) to be used for future Bookings in place of payment shall expire 12 months after the original date of grant by FT.

**1.11** The following shall apply for Financial Listing payments:

**1.11.1** for Financial Listings of one year or less, the entire fee will be invoiced in advance;

**1.11.2** for Financial Listings of more than one year, the fees will be invoiced in advance on an annual basis;

**1.11.3** if Buyer wishes to add an additional Fund to an existing Financial Listing then FT may (at its sole discretion) agree to this, and the fees for that additional Fund will be calculated pro rata for the remaining term of the Financial Listing;

**1.11.4** any trial period that is offered by FT for a Financial Listing may be cancelled by FT at its sole discretion, and FT does not guarantee publication during the trial period;

**1.11.5** no credit or refund will be provided where any equity ceases to be eligible for a Financial Listing in the Financial Times Share Service during the term of that Financial Listing;

**1.11.6** where payment is not received in accordance with the preceding sub sections, FT reserves the right to terminate the Financial Listing without prior warning to Buyer; and

**1.11.7** if Buyer closes, merges or liquidates a Fund then Buyer shall provide details of this to FT, along with such evidence as FT may require to verify the closure, merger or liquidation. FT may at its sole discretion issue a pro rata credit for any invoiced fees for the unexpired term for that Financial Listing, subject to any adjustment FT may make to any discount previously

## **2.0 COPY AND DELIVERY REQUIREMENTS**

**2.1** Buyer shall ensure that all Advertisements submitted comply with FT's specifications at <https://commercial.ft.com/our-products/> (as may be updated from time to time), including formatting specifications and copy delivery lead times. If an Advertisement is submitted after the delivery lead time has passed, it shall be at FT's discretion whether to publish the Advertisement.

**2.2** Buyer shall be responsible for checking the accuracy of any proofs and the Advertisement copy submitted. The actual size of the published Advertisement will depend on the size and design of the relevant publication.

**2.3** Buyer may request an option to hold an Advertisement position, which may be granted by FT in its sole discretion. No Advertisement shall be published until the option holder confirms and makes a Booking for the Advertisement. If another Buyer requests the same space while the option is being held, FT will notify the option holder, and unless the option holder confirms and makes a Booking for the applicable Advertisement within 2 working days of being notified, then the option will lapse and FT may sell that position to any third party. Where FT accepts a Booking in relation to space which has previously been the subject of an option (and Buyer has been made aware of this at the time of order), then, notwithstanding anything to the contrary in these Terms and Conditions, Buyer may not cancel or postpone the Advertisement.

**2.4** No reference to FT shall be made in any Advertisement without FT's prior written consent to the specific form and wording of such reference.

## **3.0 DISCOVERABILITY AND VIEWABILITY OF DIGITAL ADVERTISEMENTS**

**3.1 Impressions.** FT will track delivery of page impressions on FT Sites through its ad server according to IAB standards. If FT in its discretion provides written approval of Buyer's use of a third party ad server, Buyer will track delivery only through such approved third party ad server, and Buyer shall procure access for FT to that server's automated reporting interface. The measurement used for invoicing purposes (the "**Controlling Measurement**") will be that of the FT's ad server, unless FT has approved a third party ad server, in which case it will be that taken

by the third party ad server. If the Controlling Measurement is more than 10% lower than the FT's measurement, the parties will work in good faith to reconcile measurements. If the parties cannot resolve the discrepancy, Buyer may either (i) require FT to deliver further impressions equal to 10% of the total impressions agreed under the Booking, or (ii) pay the invoice based on Controlling Measurement-reported data, plus a 10% increase. FT will not be liable for any over-delivery of impressions (including without limitation in relation to any ad-serving costs) where such over-delivery is 10% or less. Where over-deliver exceeds 10%, FT will not be liable unless such over-delivery arises directly due to FT's act or omission.

**3.2 Viewability.** Viewability on FT Sites will only be measured if agreed in the relevant insertion order or term sheet and, in any event, only for desktop display inventory. For Digital Advertisements booked on a 'cost per hour' basis, 50% of the surface area of the impression must have been viewed for at least 5 seconds for that impression to count.

#### **4.0 CANCELLATION AND POSTPONEMENT**

**4.1** Buyer must notify FT in writing of any cancellations and postponements in accordance with the deadlines set out below, otherwise the Booking will remain in effect and all relevant fees shall remain payable.

FT Publication	Cancellation deadline
FT Newspaper (Mono and Colour)	60 Working Days' notice for all special positions, all colour advertisements 28 Working Days' notice for all mono advertisements of a quarter page (280 mm x 4 cols or equivalent) and above, except multi-page advertisements and reports. 60 Working Days' notice for multi-page advertisements and reports. Orders for Advertisements in reports are accepted on the understanding that FT may publish at any time within 5 weeks of the proposed reports date. 10 Working Days' notice for early printed sections excluding reports and multi-page advertisements. 8 Working Days' notice for all other mono advertisements.
House and Home print section.	10 Working Days' notice prior to copy deadline (mono and colour).
How To Spend It	60 Working Days' prior to copy deadline. 120 Working Days' for cover sites, contracts and double page spreads. Text-heavy Advertisements are non-cancellable.
FT Weekend Magazine	28 Working Days' prior to copy deadline 42 Working Days' for cover sites, contracts and double page spreads. Text-heavy Advertisements are non-cancellable.
FT Sites	28 Working Days' prior to Start Date for sponsorship of microsites, surveys, Email Campaigns and other sponsorship or featured Advertiser Positions. 28 Working Days' prior to the Start Date for country-specific or other targeted run of site Advertisements. 4 Working Days' prior to the Start Date for job Advertisements, run of world or non-targeted run of site Advertisements.
Mobile & Tablet platforms	60 Working Days' prior to the Start Date for all Advertisements or sponsorship.
Other print FT Publications (including FT Specialist Titles)	30 Working Days' prior to copy deadline.

#### 4.2 Reallocated hold options.

These cannot be cancelled or postponed.

#### 4.3 Financial Listings.

These cannot be cancelled or postponed. Buyer may be eligible for a Financial Listings credit.

#### 4.4 Partner Content.

These cannot be cancelled or postponed.

### 5.0 BOOKINGS

**5.1 Acceptance of Bookings.** Only FT employees are authorised to accept Bookings on behalf of FT. Independent sales representatives who discuss Bookings with the Buyer are not authorised to accept Bookings on behalf of FT.

**5.2 FT discretion.** FT may, at its absolute discretion, without any responsibility to the Buyer: (a) reject, refuse, omit, postpone, cancel, or require changes to the whole or part of any Advertisement submitted for insertion at any time; (b) amend, postpone or cancel the Start Date or positioning of the Advertisement; (c) make acceptance of the Booking subject to certain specified conditions; (d) remove from publication without notice any Advertisement FT reasonably believes is unlawful or damaging to the reputation of FT or the relevant FT Publication.

**5.3 Deemed Cancellation.** FT may, at its sole discretion, deem a Booking cancelled or postponed where: (a) Buyer is in breach of any of these Terms and Conditions; or (b) Buyer (or any of its shareholders or directors) becomes subject to any Sanction, or continuation of these Terms and Conditions would (in the reasonable opinion of FT) expose FT or any of its affiliated companies to any Sanction, where “**Sanction**” means any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom, Hong Kong or United States of America. Where FT deems a Booking cancelled or postponed, Buyer will not be entitled to recover any payments already made and will remain liable for all payments owing in respect of such Bookings.

**5.4 Licence to publish.** Buyer grants FT and any FT Group Company (as relevant) an irrevocable, world-wide, royalty-free licence to reproduce, publish and republish the Advertisement within the relevant FT Publication (irrespective of the medium or platform in or on which it is published) and/or Third Party Site in accordance with the details of the Booking.

## **6.0 CAMPAIGN SPECIFIC TERMS**

**6.1** The following additional terms and conditions apply to the types of Bookings specified below.

**6.2 Digital Advertisements.** Neither party will make available to the other, or any third party, any Personal Data relating to recipients or intended recipients of any digital campaign unless a separate agreement is entered into by FT and Buyer under which Buyer provides certain assurances as to its use of such personal data and data protection compliance. FT will not intentionally send Advertisements to users of an FT Site who have informed FT that they do not wish to receive such Advertisements.

**6.3 E-mail Campaigns.** Buyer agrees that the charge made for an Email Campaign shall be based on the number of Advertisements opened by recipients, and acknowledges that FT cannot provide any guarantees as to the number of Advertisements that will be opened by recipients. Advertisements for use in an Email Campaign may be subject to additional restrictions as to size, format and content.

**6.4 Partner Content.** Buyer acknowledges that Partner Content may not be tied to a specific feature or other specific editorial content other than with FT’s prior approval in its sole discretion. The Advertiser: (a) is fully responsible and liable for the Partner Content and will ensure that the Partner Content is accurate, not misleading and of a quality commensurate with FT’s brand; and (b) will not include FT’s trade marks within the Partner Content without FT’s written consent and if given, in strict accordance with FT’s branding instructions as issued from time to time. FT may: (a) add suitable statements to the Partner Content making clear that it is sponsored content and that no FT editorial staff have been involved in producing the content; and (b) use a third party to host the Partner Content on a subdomain of the relevant FT Site. Where FT provides services in relation to the design and creation of all or part of the Partner

Content (“**FT Elements**”): (a) the FT Elements will not constitute editorial content of FT and the Advertiser retains full responsibility for the Partner Content, including the FT Elements; (b) the first to occur of (i) written acceptance and (ii) production use of FT Elements constitutes an irrevocable acceptance by the Advertiser that FT Elements meet the Advertiser’s requirements; (c) the Advertiser will not without FT’s prior written consent use FT Elements elsewhere; and (d) FT may subcontract the services to third parties without the consent of the Advertiser.

**6.5 Cookies and similar technologies.** Buyer represents and warrants that it shall only drop or use a Cookie on the device of any user to whom their Advertisement is served, provided that: (a) Buyer complies with all applicable laws and regulations and all user preferences (including all user consents required under GDPR, PECR and all other applicable laws) and shall not cause FT to be in breach of any applicable laws, regulations and preferences; (b) the Cookie is dropped or used only for the purposes of (i) displaying advertising or analysing impressions, campaign performances and click-through rates; or (ii) for targeting or retargeting users on FT Sites only to the extent that Buyer has obtained the prior specific, informed, unambiguous consent of the user given by a clear affirmative action, and which has not subsequently been withdrawn by the user, as required under GDPR, PECR and all other applicable laws; and (iii) Buyer will not disclose the data collected through any such Cookie to any third parties, or combine it with any information collected by itself or from other sources (including for the purpose of building user profiles).

**6.6 Automated auction or purchasing platforms.** Buyer represents and warrants that to the extent that Buyer wishes to place any Advertisements using any advertisement purchasing or auctioning platform provided by a third party (the “**Service Provider**”): (a) these Terms and Conditions apply between FT and Buyer to any such placement of Advertisements; (b) ad campaigns cannot be paused without FT’s prior approval (c) the Service Provider may use automated means to collect aggregated and anonymised data relevant to those Advertisements, including for the purpose of providing the relevant services and calculating the relevant fees; (d) irrespective of the terms of any contract between Buyer and the Service Provider, the disclaimers, exclusions and limitations of liability in these Terms and Conditions apply for the benefit of FT and FT Sites; and (e) Buyer shall not enforce any terms and conditions of its contract with the Service Provider which may result in any liability for FT.

## **7.0 WARRANTIES AND INDEMNITIES**

### **7.1 Buyer warrants and represents that:**

- (a) it is contracting with FT as a principal, it has the authority to do so and if it is an Agent, it is authorised to make Bookings on behalf of its Advertisers;
- (b) it shall not represent to any third party that FT in any way endorses Buyer, the Advertisement and/or Buyer’s products or services;
- (c) it shall ensure that all Advertisements submitted for publication are clearly recognisable as marketing communications and do not resemble editorial content; and
- (d) all Advertisements submitted for publication and any website to which such an Advertisement links, and any competition, prize draw or similar promotion included in an Advertisement, shall:
  - (i) comply with all applicable laws, regulations, codes of practice or similar in countries where the relevant FT Publication and/or Third Party Site (as applicable) is available, including without

limitation, the United Kingdom financial services legislation both as to content and authorisation such as the Financial Services and Markets Act 2000 (as may be amended from time to time), and with all applicable state and federal laws and regulations of the United States of America relating to the offer or sale of securities; and all specific legislation pertaining to the subject matter (for example, gambling or tobacco advertising);

(ii) not contain any libellous, fraudulent, misleading or false statement, and shall not give cause, directly or indirectly, for any action to be brought against FT for libel, fraud or publication of a false or misleading statement;

(iii) not infringe the intellectual property rights, rights in confidential information, rights of privacy or any other rights whatsoever of any third party or unfairly prejudice the legitimate interest of any third party by implication or otherwise, and it has obtained the consent of any living person whose name or image (in whole or in part) is contained in the Advertisement;

(iv) comply with the Committee of Advertising Practice's British Code of Advertising, Sales Promotion and Direct Marketing and all other codes under the general supervision of the Advertising Standards Authority or any successor body and that, without limitation, all material included within an Advertisement is accurate, legal, decent, honest and truthful;

(v) not discriminate or indicate an intention to discriminate on grounds of sex, race, religion or belief, disability, ethnic origin, age or sexual orientation (unless such an Advertisement is exempted from any statutory requirements relating to such forms of discrimination and Buyer notifies FT of the applicability of such an exemption at the time when the Advertisement is booked);

(vi) not cause disruption to any computer, computer system, network or any FT Site or Third Party Site, and shall be free from viruses, adware, malware, bit torrents or malicious code; and

(vii) not be prejudicial or damaging to the reputation of FT or FT Publications or contain anything which FT in good faith considers to be offensive or otherwise inappropriate.

**7.2** Buyer shall fully indemnify FT, the FT Group, its directors, agents and employees against any and all losses, liabilities, costs, claims, damages, demands, expenses and fees (including without limitation reasonable legal and other professional fees) arising out of or in connection with any breach by Buyer of these Terms and Conditions and/or the publication of an Advertisement in accordance with these Terms and Conditions. FT warrants and represents to Buyer that it shall use reasonable care and skill in carrying out its obligations under these Terms and Conditions.

## **8.0 LIMITATION OF LIABILITY**

**8.1** Neither party shall limit or exclude their liability for death of personal injury caused by it its negligence or fraud or for any other liability that cannot be excluded.

**8.2** Other than as expressly provided for in these Terms and Conditions, FT disclaims for its own benefit all warranties, conditions, representations, terms or undertakings, express or implied, statutory or otherwise. In particular, FT makes no representation or warranty as to:

(a) whether any publication of any Advertisement will be confined to persons resident in any particular legal jurisdiction(s);

(b) the exact number of page impressions that will be delivered on specific dates during an online campaign;

- (c) the quality of reproduction of Advertisements;
- (d) the exact layout and format of any FT Publication or Third Party Site which shall be in the discretion of FT or owner of such Third Party Site;
- (e) the accuracy or completeness of its database of users;
- (f) the availability of any FT Site or Third Party Site; and in each case FT accepts no liability to Buyer in respect of the same; or
- (g) the accuracy or completeness of any materials or information provided by FT to Buyer about the effectiveness of a Buyer's Advertisement on any reader or user of any FT Publication.

**8.3** If FT fails to publish an Advertisement on an agreed date pursuant to a Booking solely due to the fault of FT, Buyer may require FT to either publish the Advertisement on a revised mutually agreed date at no additional cost or require FT to refund any fees paid in advance by Buyer for such Advertisement, and such publication or refund shall be Buyer's sole remedy for such failure.

**8.4** Save to the extent caused by its negligence, FT will not be responsible for any error or omission in the insertion of any Advertisement, or for any damage or loss of any copy, electronic files, data, drawings or other materials supplied for the purpose of an Advertisement or any shrinkage that may occur during the normal course of production.

**8.5** FT shall not be liable for any claims for refunds or compensation on the basis that a printed Advertisement is not the same size as quoted in a Booking.

**8.6** FT shall not be responsible, under any circumstances, for: (a) any indirect, special, incidental, consequential loss or damage or for any punitive damages; (b) any loss of profits, loss of business, loss of revenues, loss of data or anticipated savings, in each case (whether such loss or damage was reasonably foreseeable or actually foreseen). (c) FT's maximum aggregate liability arising out of or in relation to any Advertisement, whether in contract, tort or otherwise, shall not exceed the price paid by Buyer for the relevant Advertisement.

**8.7** Buyer must notify FT in writing within 30 Working Days of the Booking date or if later the Start Date of any complaints it may have in relation to the relevant Advertisement. If Buyer fails make such a complaint within 30 Working Days, then FT shall have no liability to Buyer in respect of such complaint.

**8.8** Any information received by Buyer from FT in relation to an Advertisement under these Terms and Conditions is intended on an "as is" basis only and may not be reproduced without FTs permission.

**8.9** FT shall not be liable for any failure to comply with these Terms and Conditions as a result of any event beyond its reasonable control.

## **9.0 GENERAL**

**9.1** Buyer may not assign or transfer any of its rights under these Terms and Conditions to any third party.

**9.2** If any provision of these Terms and Conditions shall be invalid or unenforceable, it shall not affect any other provision, which shall remain in full force and effect.



**9.3** No third party (including any Advertiser where an Agency has made a Booking on behalf of an Advertiser) shall have any rights to enforce these Terms and Conditions against FT. However, FT reserves the right to provide information on pricing and bookings to the relevant Advertisers on request.

**9.4** The publication of any Advertisement by FT does not mean that FT accepts the Advertisement has been provided in accordance with these Terms and Conditions or that FT has waived its rights under these Terms and Conditions.

**9.5** These Terms and Conditions are governed by English Law. The parties agree that the English courts shall have exclusive jurisdiction to settle any dispute which may arise out of these Terms and Conditions and submit all disputes to the jurisdiction of those courts.

**9.6** Buyer shall pay all amounts due to FT free and clear of all deductions or withholdings unless the law requires a deduction or withholding, in which case Buyer shall pay such additional amount as will ensure that the net amount FT receives (after account is taken of any such deduction or withholding in respect of the additional amount) equals the full amount FT would have received had the deduction or withholding not been required.

**9.7** Rates are quoted exclusive of Value Added Tax (VAT) and any other applicable sales taxes. Any VAT or any other applicable tax due on an Advertisement will be paid by Buyer in addition to the rates shown separately on the invoice.

**9.8** These Terms and Conditions, together with any insertion order or term sheet agreed by the parties, constitute the entire agreement between the parties with regard to its subject matter and shall supersede all prior understandings, commitments and undertakings that either party may have given. Without limitation to the foregoing, any additional terms Buyer may seek to impose (including without limitation by way of any insertion or purchase order, email, acknowledgement or click-through agreement) shall be void and/or unenforceable.

**9.9** No variation or addition to these Terms and Conditions without the prior written consent of FT shall be effective unless agreed to in writing by a director of FT. FT may from time to time modify these Terms and Conditions by publishing any changes online at <https://commercial.ft.com/terms-and-conditions/>.

**9.10** In the event of any conflict between these Terms and Conditions and any email exchange or other document that may relate to a Booking, these Terms and Conditions shall prevail to the extent of that conflict.

## **10.0 DEFINITIONS**

**10.1 "Advertisement"** means any Print or Digital Advertisement submitted to FT by or on behalf of Buyer for insertion in an FT Publication or on a Third Party Site, or for use by FT at an FT event;

**10.2 "Booking"** means the placing by a Buyer of an order with FT for the insertion of an Advertisement in an FT Publication;

**10.3 "Buyer"** means the person or legal entity making the Booking, whether such person or legal entity is the advertiser of the relevant product or service (the "**Advertiser**"), or the Advertiser's advertising agency, media buyer, or (in the case of Job Advertisements) a recruiter representing a prospective employer (in each case the "**Agent**");

**10.4 "Cookie"** means a cookie or any other tracking device, beacon, floodlight, pixel or other technological device or similar technology;

**10.5 “Digital Advertisements”** mean Advertisements for insertion on an FT Site or a Third Party Site;

**10.6 “Email Campaign”** means an Advertisement that is inserted into emails delivered by or on behalf of FT;

**10.7 “FT”** means The Financial Times Limited or, where the Booking applies to a publication published by another entity within the Financial Times group of companies, that group entity.

**10.8 “Financial Listing”** means any listing in the Managed Funds Service or the Financial Times Share Service;

**10.9 “FT Specialist Title”** means any of the FT Specialist products, publications or services operated or published by FT, including without limitation The Banker, The Banker Database; FT Adviser, Fdi Intelligence; Investors Chronicle; Professional Wealth Management; Global Risk Regulator; Money Management; Financial Adviser and Investment Adviser;

**10.10 “FT Publication”** means any publication, product or service that is operated or published by FT or any other FT Group Company whether in print, online, electronically, digitally or otherwise, including the Newspaper or any FT Site or Financial Publishing Title;

**10.11 “FT Site”** means any online or digital product, service or app that is operated or published by FT or any other FT Group Company;

**10.12 “Fund”** means any fund, bond, share or other investment that has an entry in a Financial Listing;

**10.13 “General Data Protection Regulation or GDPR”** means the EU law regulation 2016/679 on data protection and privacy in the European Union and the European Economic Area, as may be amended.

**10.14 “Newspaper”** means any or all editions of the *Financial Times* and *FT Weekend* newspapers, including any reprints, supplements, magazines or other inserts;

**10.15 “NPA Recognised Agent”** means an Agent recognised under the Joint Recognition Scheme of the Newspaper FTs Association Limited and the Newspaper Society (or any successor scheme from time to time);

**10.16 “Partner Content”** means any form of paid or sponsored content which FT considers to be partner content, as indicated on the relevant term sheet or insertion order;

**10.17 “Privacy and Electronic Communications Regulations” or “PECR”** means the EU law regulation 2002/58 on e-privacy in the European Union and the European Economic Area, as amended.

**10.18 “Personal Data”** has the meaning given to it in the General Data Protection Regulation;

**10.19 “Start Date”** means the date of first publication for an Advertisement pursuant to a Booking;

**10.20 “Third Party Site”** means any online or digital product, service or app that is operated or published by an entity that is not FT or a member of any other FT Group Company and on which FT or any other FT Group Company has the right to publish Advertisements in accordance with these Terms and Conditions; and

**10.21 "Working Day"** means a day other than Saturday, Sunday or public holiday in England, when banks in London are open.

These Terms and Conditions were published on 30 March 2021 and replace with immediate effect the terms and conditions previously published on 15 October 2020.

© The Financial Times Limited 2021.