



AMERICAN SOCIETY *of* HEMATOLOGY

Advertising Policy

3/28/2014

Preamble

The American Society of Hematology (“ASH” or “Publisher”) is a non-profit organization whose mission is to further the understanding, diagnosis, treatment, and prevention of disorders affecting blood, bone marrow, and the immunologic, hemostatic and vascular systems, by promoting research, clinical care, education, training, and advocacy in hematology. ASH currently publishes various publications, including *Blood*, *ASH News Daily*, and *The Hematologist*, and may in the future produce other publications (collectively, the “Publications”), which accept, or may in the future accept, paid advertising from third parties. The integrity of ASH and the scientific, educational, and advocacy activities it undertakes depend on the avoidance of bias or influence, or the appearance of such bias or influence, and maintaining the highest ethical standards in the Publications’ paid advertising program. In furtherance of its mission and goals, ASH has adopted the following Advertising Policy, which is applicable to all Publications of ASH:

A. General Principles

1. As used in this Advertising Policy, the term “Advertiser” means the individual or entity whose product or service is promoted in an advertisement published in any of the Publications, and any third party agent hired to represent such individual or entity. It is the responsibility of the individual or entity whose product or service is being promoted to ensure any third-party agent is advised of these policies.
2. All Advertisers, by submitting an advertisement for consideration of being placed in any Publication, whether actually published or not, is deemed to have accepted, be bound by, and made any representation or warranty contained in this Advertising Policy.
3. All advertisements published in the Publications are subject to approval of ASH and/or the editors of each respective Publication, all of which reserve the right to reject any proposed advertisement or cancel any previously accepted advertisement at any time.
4. Each Advertiser represents and warrants to ASH that it is authorized to publish the entire contents and subject matter of their advertisement(s), and that such advertisement(s) do not infringe on the trademark, copyright or other intellectual property of any other person or organization.
5. In consideration of ASH’s publication of an advertisement, the Advertiser agrees to indemnify and hold harmless ASH, its directors, officers, agents, and employees from and against any claim, damage, liability, expense, or other loss (including legal fees) resulting from the breach of any representation or warranty of the Advertiser contained in

this Advertising Policy, or in any way relating to the publication of the contents of the advertisement, including, without limitation, claims or suits for libel, violation of privacy, copyright infringement or plagiarism.

6. Publisher shall not be liable for any failure to publish any advertisement accepted by Publisher; however, Publisher shall use its reasonable efforts to place such advertisement not so published in subsequent available space.
7. Publisher may change the terms set forth herein at any time, provided that no such change applies to advertisements whose closing date precedes the announcement of the change.
8. In the event of nonpayment, Publisher reserves the right to hold the Advertiser and its agents jointly and severally liable for such monies as are past due and payable to Publisher. In addition, Publisher reserves the right to not publish any future advertisements until all of the Advertiser's accounts are paid in full.

B. Content of Advertisements

1. **FDA and Other Regulatory Requirements:** Each Advertiser represents and warrants to ASH that all advertisements for pharmaceuticals, drugs, devices, and other regulated health care products meet all applicable legal requirements, including regulations of the FDA regarding advertisement and promotion. FDA regulations contain exacting legal controls over the claims that drug advertisers may make for their products and may require advertisements to identify contraindications, side effects, etc. Adherence to FDA and other legal requirements concerning the content of drug advertising is the manufacturer's responsibility. Acceptance of an advertisement is not an indication that the advertisement is legally compliant. Publisher reserves the right to require an Advertiser to provide a certification of legal compliance with respect to any advertisement.
2. Proprietary names of pharmaceutical products must be accompanied by the chemical, generic or official name; the quantity of all active substances must be stated along with the recommended dosage. New advertisement copy and creative work for pharmaceutical products should be sent to the Publisher's advertising department. Please allow two weeks for clearance.
3. All advertisements must clearly and prominently identify the Advertiser by name, trademark and/or trade name.
4. Use of a name, logo, trademark, or service mark of Publisher or its affiliates, except in reference citations, is not permitted without the express, written consent of Publisher. Any reference to ASH and/or the Publications, or any other products or services of ASH in advertisements, promotional material, or merchandising by the Advertiser is subject to Publisher's prior written consent in each instance. Publisher does not endorse or support any product or organization identified in any advertisement published in the Publications.

C. Layout of Advertisements

1. Publisher will use commercially reasonable efforts not to place advertisements adjacent to any editorial matter that discusses the product or service being advertised, nor adjacent to any article reporting research on the advertised product or service.
2. All advertisements are separate from editorial content. Layout, artwork, and format shall be such as to be readily distinguishable from editorial content to avoid any confusion with the editorial content of the publication. The label “Advertisement” may be required.
3. Publisher will make commercially reasonable efforts to avoid placing digital advertisements so that they are juxtaposed with, in line with, linked to, or adjacent to editorial content on the same topic as the advertisement.
4. Publisher is not responsible for incidental or consequential damage for errors in displaying or printing an advertisement.

D. Additional Digital Advertising Guidelines

1. Advertorials are not accepted on the Publisher website or e-mail service.
2. Personally identifiable user data is never released to Advertisers. Digital Advertisers may receive reports that show aggregated data about response to their advertisements, including the number of advertisement impressions and the number of times an advertisement was clicked.
3. Advertiser may not link from the advertisement to the Publisher’s website, or to any electronic edition of any Publication, without the express written consent of Publisher. Publisher does not endorse or support any product linked to its website, nor is Publisher responsible for the content of any website promoted in or advertisement published in the Publications. Publisher may advise any user of ASH’s website who clicks a hyperlink associated with any advertisement that the user is leaving ASH’s website, that the advertiser is solely responsible for the content of website to which the user is directed, and/or that ASH does not endorse any product or service advertised, or the manufacturer or service provider that is responsible for the advertisement.