

# FRESH

# MEDIA DATA

Price List Nr. 10 valid from 1. 1. 2019



the queer-mag for NRW

## TERMS OF SERVICE

1. Advertisement order within the meaning of the following terms and conditions is the contract for the publication for the purpose of advertising one or more advertisements of an advertiser in a publication. Online advertising contracts are contracts for the corresponding publication of advertisements on websites and mobile applications.

2. Advertisement orders are in doubt within one year of closing. If the right to retrieve individual advertisements has been granted within the framework of a financial statement, the contract must be completed within one year of the publication of the first advertisement, provided that the first advertisement is called or published within the period specified in sentence 1. Online advertising orders require a precise specification of the term.

3. If an order is not fulfilled for reasons for which the publisher is not responsible, then the client, irrespective of any further legal obligations, must reimburse the publisher for the difference between the discount granted and the amount actually due. The reimbursement shall cease if the non-performance is due to force majeure in the risk area of the publisher.

4. Orders for advertisements and third-party supplements, which are declared to be published only in specific numbers, specific editions or at certain places in the publication, must be received by the publisher in good time so that the client or the client can be informed before the advertisement deadline if the order can not be done in this way. Classified advertisements are printed in the respective category without the express agreement being required. To ensure the publication of the online advertising orders, the customer must make the advertisement available to the publisher in perfect electronic and graphic quality at least one working day before the planned publication.

5. Advertisements that are not recognizable as advertisements due to their editorial design are clearly marked as such by the publisher with the word „advertisement“.

6. The publisher reserves the right to refuse advertisement orders and online advertising contracts - including individual releases within the framework of a contract - and inserts orders because of the content, origin or technical form according to uniform, objectively justified principles of the publisher, if the content is against laws or violates official regulations or whose publication is unreasonable for the publisher. This also applies to orders placed with branches, collection points or representatives. Insert orders are binding for the publisher only after presentation of a sample of the supplement and its approval. Inserts that give the reader or reader the impression of being part of the newspaper or magazine by format or presentation will not be accepted. Supplements with third-party advertisements will only be accepted after appropriate examination. The refusal of an order will be communicated to the client immediately.

7. The customer or the client is responsible for the punctual delivery of impeccable print documents or supplements or online advertisements. For recognizable unsuitable or damaged printing documents or online ads, the publisher demands immediate replacement. The publisher guarantees the print quality usual for the title in the context of the possibilities given by the printing documents as well as the availability of the digital offer including the online advertising orders in accordance with the technical standards.

8. In the case of total or partial illegible, incorrect or incomplete printing of the advertisement or publication of the online advertisement, the customer is entitled to a reduction in payment or a flawless replacement advertisement, but only to the extent that the purpose of the advertisement was impaired. If the publisher allows a reasonable deadline set for this purpose to elapse or if the replacement advertisement is again not flawless, the customer or the client has a right to a reduction in payment or cancellation of the order. Claims for damages resulting from a positive breach of contract, culpa in contrahendo and tort are excluded, even if the order is placed by telephone. Claims for damages for impossibility of performance and delay are limited to compensation for foreseeable damage and to the fee payable for the corresponding advertisement or supplement or online advertisement. This does not apply to intent or gross negligence

of the publisher, its legal representatives or their vicarious agents. Liability of the publisher due to the lack of assured features remains unaffected. Furthermore, in commercial transactions, the publisher is not liable for gross negligence of vicarious agents who are non-executive employees, in other cases the liability for gross negligence towards merchants is limited to foreseeable damage up to the amount of the relevant advertising fee. Complaints must - except in the case of non-obvious defects - be made within four weeks after receipt of invoice and receipt.

9. Proofs of printed matter will only be delivered upon express request. The client or the client bears the responsibility for the correctness of the returned proofs. If this or this does not return the sample proof sent to it on time, the permission to print is deemed granted.

10. If no special size specifications are given, the usual impression height will be determined according to the type of advertisement calculation.

11. The invoice for advertising orders or online advertising orders must be paid within the time limit specified in the price list, unless a shorter payment period or advance payment has been agreed in individual cases. Any discounts for early payment will be granted according to the price list.

12. In the event of late payment or deferral, interest of 1% above the current discount rate of the Deutsche Bundesbank and the collection costs will be charged. In the event of late payment, the publisher may defer the further execution of the current order until payment is made and demand advance payment for the remaining advertisements. Bankruptcies or compulsory settlements do away with any discount. If there is an important reason, the publisher is entitled to make the appearance of further advertisements, regardless of an originally agreed payment period, dependent on the prepayment of the amount and on the settlement of outstanding invoice amounts even during the term of an advertisement or an online advertising order the client has any claims against the publisher.

13. The publisher delivers a document number with the invoice. If a receipt can no longer be procured, it will be replaced by a legally binding receipt from the publisher.

14. Costs for significant changes to originally agreed designs and for deliveries of ordered printing blocks, mats and the client has to pay for the drawings.

15. Reduction of circulation can only be used to derive a price reduction if, in the overall average of the advertising year beginning with the first advertisement, the average circulation assured in the price list or otherwise or, if a circulation is not guaranteed, the average circulation of the circulation last calendar year by 20% is fallen short of. In addition, any price reduction and compensation claims are excluded if the publisher has notified the client of the decrease in circulation in sufficient time to allow the client to withdraw from the contract prior to publication of the advertisement.

16. Place of fulfillment and place of jurisdiction for both parties is the place of business of the publisher, unless the law requires otherwise.

## ADDITIONAL TERMS AND CONDITIONS

a) The discounts specified in the advertisement price list are granted only for advertisements published within one year by an advertiser. The period begins with the appearance of the first ad.

b) The Advertiser has retroactive claim to that of its actual acceptance of advertisements within one year corresponding estate if, at the beginning of the period, he has concluded an order which, from the price list, entitles him to an estate from the outset.

c) If an order is not fulfilled due to circumstances for which the publisher is not responsible, then the client, without prejudice to any further legal obligations, shall reimburse the publisher for the difference between the discount granted and the actual acceptance.

d) A change of the advertisement price list applies from the effective date also for current orders.

e) In the case of force majeure, any obligation of the publisher to fulfill orders and performance of damages ceases. In particular, no compensation for unpublished or not published in time ads is made. In the event of malfunction or intervention by force majeure, e.g. Strike, seizure and the like, the publisher is entitled to full payment of the published advertisements, if the orders are fulfilled with 80% of the promised print run.

f) The obligation to retain printed material or online advertisements ends one month after the advertisement has appeared or the end of the online advertisement, unless otherwise agreed in writing.

g) The sending of more than two color originals, the late delivery of the printing documents and the desire for a non-original print reproduction can have an effect on placement and print quality and exclude subsequent complaints. The publisher reserves the right to charge the calculation of any additional costs incurred.

h) The copyrights on the advertisement designs and texts, signets and the like created by the publisher free of charge or against draft cost participation remain with the publisher. The drafts and texts, signets and the like may only be used for insertion in print and online media of the Special Media SDL publishing house. In case of infringement the usual and reasonable costs for a graphic design (texts) will be charged.

i) Verbal agreements, conditions and deadlines must be confirmed in writing by the publisher.

j) Complaints for multiple orders for advertising orders must be made by the closing date of the issue following the complaint, or in the case of a single advertisement within fourteen days of receipt of the invoice. In the case of online advertising orders, the complaint must be made immediately after publication of the advertisement.

k) Advertisements that refer to the publishing object or the publisher's website in image, text or presentation may generally not be accepted by the publisher.

l) The client or the ordering party of advertising orders and online advertising orders is liable to the publisher for damages caused by claims of third parties due to press law, copyright or other legal or other regulations (for example, by printing a counter-notification).

m) At the beginning of a new business relationship, the publisher reserves the right to demand advance payment by the deadline.

n) Color exclusion can not be promised.

o) The mediation fee granted by the publisher may not be passed on in full or in part to the client.

p) If the customer or the client is in default of payment, the amount due can be collected by a cashier (debt collection). From default of payment, reminders and collection costs shall be borne by the client. As agreed is: 1st reminder 10, - €, 2nd reminder 20, - €.

q) In the event of default of payment, the publisher is entitled to withdraw from the contract without granting a grace period.

r) In the case of orders and changes placed by telephone, the publisher assumes no liability for the correctness of the reproduction.

s) If any defects in the printing documents are not immediately recognizable, but they become clear only during the printing process, the advertiser has no claims in case of insufficient imprint. If one or more of the contract conditions are invalidated by statutory provisions, the corresponding provisions issued by the legislator shall apply mutatis mutandis. The contractual relationship as such remains unaffected.

Place of fulfillment and jurisdiction is Essen.

# ADVERTISING RATES



**2/1 Page**  
420 x 297 mm  
Bleed format

**2950,- Euro**



**1/1 Page**  
190 x 260 mm  
in the cut:  
210 x 297 mm

**1.850,- Euro**



**1/2 Page high**  
93 x 260 mm  
in the cut:  
103 x 297 mm

**930,- Euro**



**1/2 Page crosswise**  
190 x 127 mm  
in the cut:  
210 x 142 mm

**930,- Euro**



**1/3 Page high**  
61 x 260 mm  
in the cut:  
71 x 297 mm

**620,- Euro**



**1/3 Page crosswise**  
190 x 83 mm  
in the cut:  
210 x 98 mm

**620,- Euro**



**1/4 Page crosswise**  
190 x 61 mm  
in the cut:  
210 x 76 mm

**470,- Euro**

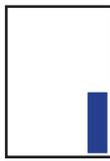


**1/4 Page high**  
45 x 260 mm  
in the cut:  
54 x 297 mm

**470,- Euro**



**1/4 Page corner**  
93 x 127 mm  
**470,- Euro**



**1/8 Page high**  
45 x 127 mm  
**240,- Euro**



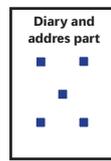
**1/8 Page crosswise**  
93 x 61 mm  
**240,- Euro**



**1/16 Page**  
45 x 61 mm  
**130,- Euro**



**Titelstrip**  
210 x 50 mm  
**750,- Euro**



**Stopper**  
30 x 30 mm  
**40,- Euro**



**Homepage**  
Superbanner (above)  
728 x 90 px  
Skyscraper (right)  
120 x 600 px  
**Price by appointment**

## ADVERTISING RATES (plus VAT/ 19% MwSt.)

### FORMAT

1/1 Page	1.850 Euro
1/2 Page	930 Euro
1/3 Page	620 Euro
1/4 Page	470 Euro
1/8 Page	240 Euro
1/16 Page	130 Euro
Stopper	40 Euro

### SPECIAL PLACEMENT COVER PAGES

U2:	plus 20% surcharge
U3:	plus 10% surcharge
U4:	plus 50% surcharge

**AE COMMISSION** for agencies 15%

## TENICAL DATES

**FILE FORMATS:** Digital ad templates in PDF or EPS format (with embedded fonts and pictures) or as a TIFF

**COLOR SPACE:** CMYK

**BLEED:** each 3 mm

**BOOK FORMAT:** Din A4, 210 x 297 mm

**TYPE AREA:** 190 x 260 mm

**PRINTING:** Rotary offset  
continuous four-color (4c)

**SCREENING:** 70s grid

## PUBLICATION DATES

### OUTPUT

### ADVERTISING DEADLINE DISTRIBUTION FROM

January 2019	14.12.2018	28.12.2018
February 2019	18.01.2019	30.01.2019
Marc 2019	18.02.2019	27.02.2019
April 2019	19.03.2019	29.03.2019
May 2019	16.04.2019	26.04.2019
June 2019	20.05.2019	30.05.2019
July 2019	18.06.2019	26.06.2019
August 2019	17.07.2019	27.07.2019
September 2019	20.08.2019	29.08.2019
October 2019	18.09.2019	26.09.2019
November 2019	16.10.2019	30.10.2019
Dezember 2019	19.11.2019	28.11.2019
January 2020	13.12.2019	27.12.2019

## EDITION / DISTRIBUTION

**PRINT EDITION:** 27.500 Copies

**AREA OF DISTRIBUTION:** NRW, in particular Cologne, Dusseldorf, Ruhr area, Niederrhein, Bergisches Land, Münsterland, Ostwestfalen, Bonn, Aachen

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