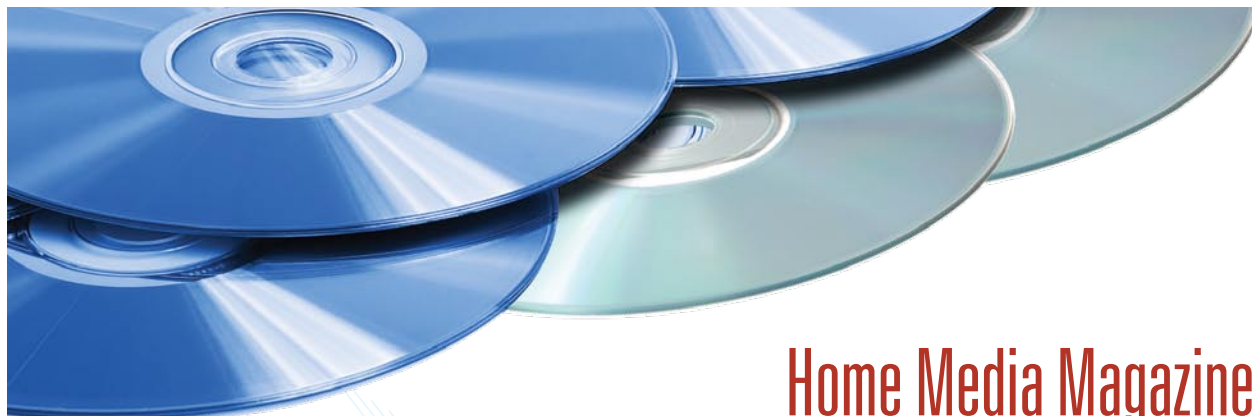


BRINGING ENTERTAINMENT HOME

Home Media Magazine is the only brand in the \$22 billion home entertainment market. Each week we deliver the latest news, research, analysis, product information and reviews in the home entertainment arena including Blu-ray, DVD and digital distribution.



Home Media Magazine captures 100% of the Home Entertainment Market*

We Represent You

We are the voice of the home entertainment industry — your voice. We are your messenger, your public face, to consumers, retailers, the media and the rest of the entertainment industry.

We Give You What You Need to Know

We are your personal content aggregator. From the latest industry trends and technological developments to product news and market intelligence, we filter information affecting the home entertainment industry and help you make sense of it all. We tell you what's important and what it means to your business.

We Reinforce Your Sales Message

Harness the power of Home Media Magazine's circulation, both in print and online, to reach the top decision makers at big box retailers, consumer electronics chains, video/music/book stores and other key retail sectors.

We Generate Press

Home Media Magazine stories and research are regularly cited in top consumer publications, from USA Today to the Wall Street Journal, and also get picked up by leading news services, websites and bloggers. The weekly magazine is mailed to more than 700 leading consumer media journalists.

We Deliver Your Message to the Indies

Independent retailers that have survived decades of consolidation must be doing something right. The thousands of indies that remain rely on *Home Media Magazine* as their only source of news, research and product information, and we reach them thoroughly and effectively.

* Ad Page Report 2009



THE LEADER IN HOME ENTERTAINMENT

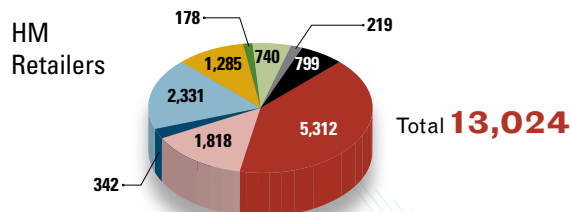
Home Media Magazine's circulation is a gourmet blend of key consumer influences in home entertainment from the retailers who sell your product to consumers to financial analysts and essential members of the press.

The numbers below will tell you that Home Media Magazine is evenly distributed to more qualified readers in the industries you want to reach, including consumers.

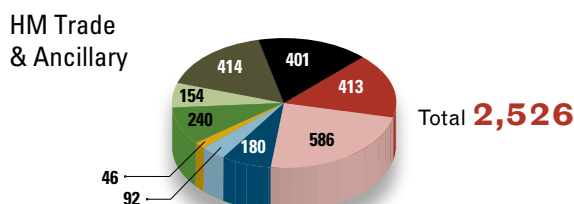
Home Media Magazine Subscriber Breakdown



Audience Breakdown by Business / Industry*

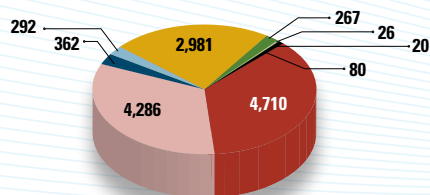


- Video Rental, Sales Specialty Stores
- Consumer Electronics, Audio-Video Stores
- Computer, Video Game Retailer
- Music, Record, CD / DVD, Book Stores
- Department, Discount, Toy Stores, Mass Merchants, Warehouse Clubs
- E-Commerce Retailing, On-line Retailing, On-line Media, On-line Fulfillment, Mail Order, Catalogs
- Supermarkets, Convenience Stores
- Drug Stores
- Other Retailers



- Distributors and Rack Jobbers
- Programming Content Suppliers
- Ancillary Products, Custom Installers
- Consumer Press, Critic, Reviewer
- Financial Analyst
- Video On Demand (VOD), Cable, Digital Delivery
- PR, Ad Agency, Creative
- Technology Firms, Manufacturers, Service Providers
- Consumer, Other

Circulation by Job Title



- Corporate Owner, CEO, CFO, President, Vice President, General Managers
- Corporate Director, Manager, Assistant Manager
- Video Games, Music & Home Entertainment System Buyers
- Merchandise, Product Managers
- Store Managers, Assistant Managers
- Sales Representatives, Associates, Consultants
- Financial/Business Analysts
- Writer, Critic, Reviewer, On Air Personality
- Other Titled Personnel

Top Subscribing Companies

Studios:	Retailers:	Job Titles:
20th Century Fox Home Ent.	Amazon.com	SVP Film, Blockbuster, Inc.
Anchor Bay Ent.	Blockbuster Video	CEO, Best Buy, Inc.
First Look Pictures	Barnes & Noble Booksellers	EVP, Costco
HBO Home Ent.	Best Buy	VP Ent., Target
Lionsgate	Costco	SVP, 20th Century Fox Home Ent.
Paramount Home Ent.	Hastings Books Music & Video	Ent.
Sony Pictures Home Ent.	K-Mart	VP, Sony Pictures Home Ent.
Walt Disney Studios Home Ent.	Redbox	VP Sales, Universal Home Ent.
Warner Home Video	Sam's Club	VP, Warner Brothers Studios
Universal Studios Home Ent.	Target	Home Ent.
	TransWorld Ent.	
	Wal-Mart	

*Source: June Publisher's Projections

†A portion of our un-audited audience enjoys complimentary subscriptions delivered via FedEx to the top studio executives, including the presidents, executive vice presidents, senior vice presidents and vice presidents of the six major studios' home entertainment divisions, as well as leading independent film companies and home entertainment suppliers.



MAGAZINE

Home Media Magazine is committed to growing the home entertainment marketplace. We bring suppliers, distributors, retailers, technology providers and key consumer press together with information, news, research and analysis on what's happening today and what it means for your business tomorrow.

Weekly Magazine

Home Media Magazine is the only publication dedicated to home entertainment. We've been in business for 30 years and have developed solid relationships with your customers to help you reach your revenue goals. Through an arrangement with Nielsen VideoScan, we provide you with weekly updates of the top-selling DVDs and Blu-ray Discs.



Hollywood Is High-Def

January 4 Issue Circulation: 82,000

Bonus distribution at CES 2010 and in *Custom Retailer* and *Dealerscope*

June 21 Issue Circulation: 65,000

Bonus distribution at CEDIA 2010 and in *Custom Retailer* and *Dealerscope*

Hollywood Is High-Def is a twice-yearly supplement about high-definition software and hardware, produced collaboratively with the studios, that is dedicated to promoting the Blu-ray Disc format. The supplement is inserted into *Home Media Magazine* as well as CE magazines *DealerScope* and *Custom Retailer*, for a total circulation of up to 82,000 copies per issue. The January issue offers bonus distribution at CES; the September issue is distributed at CEDIA.



Agent DVD

Circulation: 36,000

Agent DVD is a glossy, high-quality consumer magazine, 36,000 copies of which are produced for exclusive distribution at San Diego Comic-Con International. The show, held in San Diego in July, has become one of Hollywood's major showcases for new theatrical movies and home entertainment releases. The content, like the convention, focuses on science-fiction, fantasy and horror, targeting fans.



Custom Publishing

The focus is on you with our custom publishing option. From sales brochures to catalogs and posters, we make sure your company is in the limelight. Tell us about your business, and we'll build a creative campaign that sets you apart from the rest.



"Home Media Magazine is essential reading for anyone in the home entertainment industry."

Craig Kornblau, *President*

Universal Studios Home Entertainment & Universal Pictures
Digital Platforms



ONLINE & DIGITAL

HomeMediaMagazine.com is the industry standard for late-breaking news and product information. Containing expanded, Web-exclusive content, homemediamagazine.com is updated several times daily. Visitors frequent the site for the latest breaking news, opinions, reviews and research. Catch the latest blogs and podcasts from our roving editors. Reinforce your advertising message online through banners, skyscrapers, streaming video and custom digital products on this vibrant, compelling virtual community.



Home Media Online

Unique Visitors / Mo: 78,000
Page Views / Mo: 150,000

The online voice of *Home Media Magazine* is updated throughout the day with breaking news stories, reviews, research studies, photos and new product announcements. Visitors also can catch the latest blogs our editors. Your advertising message is distributed online through banners, skyscrapers, buttons and even streaming video on this vibrant, compelling virtual community.



Daily E-Newsletter

8,510 subscribers

This daily news blast gives decision-makers the day's top five news stories in an easily digestible format to start the day in the know. By advertising in the daily, your message will reach a who's who of influencers first thing in the morning. Each issue is delivered to the inboxes of more than 8,150 e-mail addresses owned by the home entertainment industry's top executives, from the Hollywood studios to key retailers.



Home Media Blogs

Home Media Magazine's blogs provide targeted, insightfully commentary and analysis on a broad range of topics. T.K.'s Take finds *Home Media Magazine* publisher and editorial director Thomas K. Arnold sharing his opinions, observations and thoughts on all aspects of the home entertainment business. IndieFile covers the latest announcements in the independent film arena with *Agent DVD* reporting the inside scoop in sci-fi, fantasy, horror and pop culture. New this year: Mike's Picks, written by longtime *USA Today DVD* columnist and film critic Mike Clark. More blogs will be added as the year progresses. **Exclusive sponsorship opportunities are available upon request.**



Digital Edition

11,830 subscribers

The *Home Media* digital edition is an electronic version of our weekly print magazine, enhanced with Web links and searchable by keyword. Digital editions are archived at our Web site, with the most recent issue available via e-mail to subscribers.



Digital Edition E-mail Announcement

11,830 subscribers

Advertisers can be part of the e-mail announcement sent to subscribers alerting them that the latest digital edition is available.



Screening Room

Housed at homemediamagazine.com/video, the Home Media Screening Room provides a source for trade and consumers to view trailers of upcoming home entertainment releases, as well as exclusive coverage of industry events. For the first time, retail buyers, mass merchants and independent retailers can view trailers both on the *Home Media* home page and through exclusive genre channels in the library before making important buying decisions.



Custom Digital Projects

We provide custom e-blasts and Web sites to reach a variety of customers, from niche buyers to mainstream fans. We also partner with Web sites such as HomeTheaterForum.com, HollywoodReporter.com and TVShowsOnDVD.com. Utilize our custom options to refine your marketing campaign and increase your exposure. Contact your sales representative for more information.

Contact Amy Coronato Osborn at aosborn@questex.com or 714/338-6731 for more information about online and digital advertising opportunities.

MAGAZINE RATES

Effective Dates

Home Media Magazines's rates are effective January 2010 through December 2010. A signed contract and/or written acknowledgement is required for each insertion in order to earn a 15% agency discount. Earned frequency is based on the number of insertions made during contract period. Maximum earned frequency discount: 144 times. An ad may be canceled thirty (30) days prior to the issue's ad close date. Publisher reserves the right to request payment for ads canceled less than thirty (30) days prior to ad close.

4 Color Gross Rates	Tab	Jr.	1/3	1/6
Open Page Rates	\$9,550	\$5,625	\$3,000	\$1,562
Cover	\$1,000			
Inside front Cover (IFC)	\$1,000			
Opposite Table of Contents (OTC)	\$1,000	\$1,000		
Center Spread (per page)	\$1,000	\$1,000		
Inside Back Cover (IBC)	\$1,000			
Back Cover	\$1,000			
Guaranteed 1st Half (space permitting)	\$1,000	\$1,000		
Special Placement	\$1,000	\$1,000		

Commission & Credit Terms

Agency commission: 15% gross billing allowed to recognized agencies on space, color, bleed, covers and special positions, provided account is paid within 30 days of invoice date. Agency commission will be disallowed on all overdue invoices. Questex Media Group Inc. holds both the advertiser and its designated advertising agency responsible for paying all duly authorized advertising inserted in or attached to *Home Media Magazine*. All overdue payments will be re-invoiced directly to the advertiser, who will be held fully responsible for payment.



DIGITAL RATES

Digital Product	Rate
HomeMediaMagazine.com	
Run-of-Site (ROS) Placements	
728 x 90 Leaderboard	\$1,200 / mo
160 x 600 Skyscraper	\$1,200 / mo
300 x 250 Box	\$1,500 / mo
Daily Newsletter (8,000 Subscribers)	
728 x 90 Leaderboard	\$1,500 / issue
160 x 600 Skyscraper	\$1,400 / issue
Digital Edition (12,000 Subscribers)	
E-mail Announcement (Monday)	
728 x 90 Leaderboard	\$850 / issue
160 x 600 Skyscraper	\$850 / issue

Digital Edition Sponsorship Package

The digital edition is an exact replica of the printed magazine, with added interactivity features exclusively for digital edition subscribers.

Sponsorship Component	Component Details/Placement Detail	Specs	Net Rate
Loader Logo	Logo, box shot, or other image appears while NXTbook loads	500 x 500 pixels or less; PNG or GIF preferred	Included
Background Wallpaper	Repetitive logo, title treatment or box shot or full-screen size image (i.e., movie poster or still) displays behind digital magazine	Approximately 190 x 190 pixels for repetitive art; full-screen image size 1024 x 768	Included
Video Trailer	Video trailer appears left of the front cover, along with images and promotional text (HMM can downsize an ad for use, if desired); clicks through to advertiser website	FLV or AVI file (see below for details), plus PDF ad or promotional text	Included
Toolbar Logos	Logo, box shot or other image appears in NXTbook toolbar	300 x 50 pixels or less; PNG or GIF preferred	Included
Wide Skyscraper	Ad placement in HMM Digital Edition Announcement e-mail	160 x 600	Included
			\$2,500

Contact Amy Coronato Osborn at aosborn@questex.com or 714/338-6731 for more information about online and digital advertising opportunities.



MECHANICAL PRINT SPECIFICATIONS

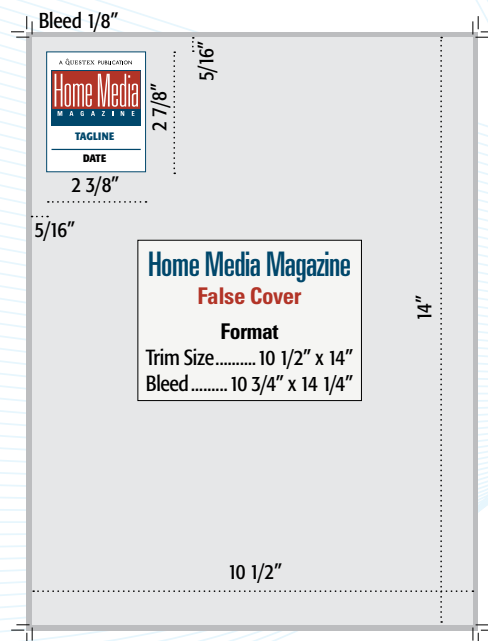
Digital data is required for all ad submissions. The preferred format is PDF/X-1a. Files should be press-optimized (high-resolution 300 dpi), converted to CMYK, and have all fonts embedded. Files may be submitted on CD-ROM or to the publisher's FTP site. *Home Media Magazine* is computer-to-plate. The advertiser is solely responsible for preflighting and proofing all advertisements prior to submission to the publisher.

FTP Submissions

Upload ad materials to: **ftp://ftp.questex.com**
 Username: **ftpquestex**
 Password: **acc3ss**
 Place ad materials in: **HMR (Home Media)**

Send SWOP-Certified Proof and CD-Rom To:

Jennifer Evans
 Production Manager
 Home Media Magazine
 201 E. Sandpointe Ave., Suite 500
 Santa Ana, CA 92707
 jevans@questex.com



PRINT SPECIFICATIONS

TABLOID DIMENSIONS*		
Ad Size	Width	Depth
Tab page (trim)	10 1/2"	14"
Tab page (bleed)	10 3/4"	14 1/4"
Tab page (non-bleed)	9 3/4"	13 1/8"
Tab spread (bleed)†	21 1/4"	14 1/4"
Tab spread (non-bleed)†	20 1/4"	13 1/8"
Tab 1/2 page spread (H bleed)	21 1/4"	7 1/8"
Tab 1/2 page spread (H non-bleed)	20 1/4"	6 3/8"
Tab 1/2 page (H bleed)	10 3/4"	7 1/8"
Tab 1/2 page (H non-bleed)	9 3/4"	6 3/8"
Tab 1/3 page (H bleed)	10 3/4"	4 1/2"
Tab 1/3 page (H non-bleed)	9 3/4"	3 3/4"
Tab 1/3 page (V bleed)	4 1/2"	14 1/4"
Tab 1/3 page (V non-bleed)	3 3/4"	13 1/8"
Tab 1/3 page square (non-bleed)	5 3/4"	7 1/4"
Tab 1/6 page (H non-bleed)	5 3/4"	3 5/8"
Tab 1/6 page (V non-bleed)	3 3/4"	6 3/8"
Tab 1/6 page Strip (H non-bleed)	9"	2 1/8"
Jr. page (trim)	8 1/8"	10 7/8"
Jr. page (bleed)	8 3/8"	11 1/8"
Jr. page (non-bleed)	7 3/8"	10"
Jr. spread (bleed)†	16 1/2"	11 1/8"
Jr. spread (non-bleed)†	15 1/2"	10"

STANDARD DIMENSIONS**		
Ad Size	Width	Depth
Standard full page (trim)	8"	10 3/4"
Standard full page (bleed)	8 1/4"	11"
Standard full page (non-bleed)	7"	10"
Standard spread (bleed)†	16 1/4"	11"
Standard spread(non-bleed)†	16"	10 3/4"
Standard 1/2 Page (H bleed)	8 1/4"	5 1/4"
Standard 1/2 Page (H non-bleed)	7"	4 7/8"
Standard 1/4 Page (H non-bleed)	7"	2 3/8"

*Please keep live matter (type, etc.) a minimum of 3/8" from all trim edges

**Hollywood Is High-Def, Buying Guides (ad only)

†Please allow a minimum safety of 1/8" on either side of gutter for crossover type and graphics



WEBSITE & E-NEWSLETTER SPECIFICATIONS

Website

Leaderboard

1. 728 x 90
2. GIF, JPG, Rich Media

Box

1. 300 x 250
2. GIF, JPG, Rich Media

Skyscraper

1. 160 x 600
2. GIF, JPG, Rich Media

Daily E-Newsletter

Leaderboard

1. 728 x 90
2. GIF, JPG

Skyscraper

1. 160 x 600
2. GIF, JPG

Digital Edition E-mail Announcement

Leaderboard

1. 728 x 90
2. GIF, JPG

Skyscraper

1. 160 x 600
2. GIF, JPG

Screening Room

Skyscraper

1. 160 x 600
2. GIF, JPG

Streaming Video

1. Frame: 720 x 480
D1/DV NTSC
2. Audio: 48000,
16-Stereo
3. .avi, .mov, .wmv,
.flv, .movie

Contact Amy Coronato Osborn at aosborn@questex.com or 714/338-6731 for more information about online and digital advertising opportunities.

Send Digital Ad Materials To:

Ad Manager

e-mail: admanager@questex.com
Contact your sales representative with questions.

1. Send materials for newsletters and site placements separately.

2. When submitting materials to Ad Manager, use the following naming conventions within the subject line:

Site placements:

Advertiser Name / Campaign Name
Site
Live Date

Newsletter placements:

Advertiser Name / Campaign Name
Email Name
Launch Date

3. Deadlines: Material deadlines are due as follows:

Site placements:

Three (3) days prior to campaign start date

Newsletter placements:

Five (5) days prior to campaign start date
Late materials may not be posted on time.

4. File Formats:

Site placements:

GIF, JPG, PNG, FLASH and other rich media formats

Newsletter placements:

GIF, JPG, PNG

5. Animation: No limits on animation loops. Creative that is considered annoying or hampers the user experience (i.e., big bright, flashing colors) will not be accepted. User initiated sound only is accepted.

6. Rich Media (Site Placements Only): Flash, DHTML, Java, third-party tags, streaming video, Enliven, image maps. Please call if the rich media you are using is not listed. If you intend to do any work with Flash, please contact admanager@questex.com ahead of time as there are some design considerations that need to be made in order for Flash ads to work with our ad serving software.

The click URL must be received separately from the SWF file. Please do not embed the click URL in the code.

7. Third-party ad tags are accepted. The click URL must be received separately from any third-party tag, even if it's embedded in the code.



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E-mail HomeMediaMagazine@questex.com



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HomeMediaMagazine@ReprintBuyers.com



STANDARD TERMS & CONDITIONS

These Terms and Conditions ("Terms and Conditions") shall constitute a binding agreement between you ("Customer"), as the purchaser of services (the "Services") from Questex Media, Inc. ("Questex") and Questex, as the provider of Services. Questex will not be bound by any terms, conditions or provisions appearing on orders or instructions which conflict with provisions of these Standard Terms, including, without limitation, Customer sequential liability statements.

1. Customer Content. In the event Customer provides Questex with logos, trademarks, trade names, trade dress, images, photographs, graphics, text and illustrations (the "Customer's Content") in connection with Questex's development and/or provision of Services, the Customer's Content will remain the property of Customer. Customer hereby authorizes Questex to use the Customer's Content for the purposes of performing the Services.

2. Proposals. Any price quotation contained in a proposal for the provision of Services may be changed by Questex if such quotation is not accepted by Customer within thirty (30) days. Quotations are based on the accuracy of the specifications and information provided by the Customer. Questex may re-quote a proposal in the event information provided by Customer does not conform to the specifications or information on which Questex's original proposal was based. Services performed in addition to those proposed based upon the original specifications and information will be charged at prevailing rates.

3. Payments. Customer shall pay all invoices according to the payment terms noted in Questex's proposal. In the event the Customer acts as an agent and is procuring Services from Questex for a third party ("Customer's Client"), Customer agrees that both Customer and Customer's Client shall be jointly and severally liable. Payment of all invoices by the Customer to Questex according to the payment terms noted in Questex's proposal shall not be contingent upon payment by the Customer's Client to the Customer for Services provided by Questex for the Customer's Client. Agency commissions will be disallowed on all overdue invoices. Customer shall be responsible for reimbursing Questex for all authorized expenses incurred by Questex in connection with the provision of the Services. Customer shall pay any taxes arising from the Services (other than Taxes based upon Questex's income). Customer will pay Questex interest on any amount not paid within the payment terms noted in Questex's proposal at a rate of 1-1/2% per month or, if lower, the highest rate permitted by law.. If payment is not made, Customer shall be liable for all collection costs incurred by Questex, including reasonable collection agency and attorney's fees. Customer shall be responsible for incurred costs and related obligations with respect to cancelled orders. An ad may be cancelled thirty (30) days prior to the issue's ad close date without penalty. Questex reserves the right to request full payment for ads cancelled less than thirty (30) days prior to ad close date. Questex has the right to hold and place a lien on any Customer property in Questex's possession as security for payment of any sums due from Customer to Questex.

4. Indemnifications. The Customer's Content shall not contain any matter that is defamatory, obscene or illegal or infringes the intellectual or other proprietary rights or violates the privacy rights of any party. Customer shall be solely liable for the Customer's Content, including without limitation obtaining any rights necessary for the use of any content in connection with the Services. Customer agrees to indemnify and hold Questex harmless from any and all loss, claim, damage, liability or other expense, including reasonable attorney's fees, which Questex or Questex's employees, agents or independent contractors may suffer or incur in the event any claim is brought by any person or entity for libel, slander, infringement of copyright or trademark or violation of privacy or any other rights, arising from or as a result of the Customer's Content. The indemnification contained in this paragraph shall survive the completion of the

provision of the Services.

5. Confidentiality. Each of Customer and Questex agrees to keep confidential any confidential or proprietary information of the other learned in the course of performing or receiving, as the case may be, the Services. Notwithstanding the foregoing, neither party will have any obligation of confidentiality for any information which (a) is public domain other than as a result of a breach of this provision, (b) is known or otherwise available to the receiving party prior to its disclosure by the disclosing party, (c) is developed independently by the receiving party, or (d) is provided to the receiving party on a non-confidential basis by an unrelated person who has the right to disclose it. During the period that Services are being performed hereunder, and for one (1) year following completion or termination of Services, Customer agrees that it will not employ or solicit for employment any employee of Questex or any of its affiliates, or any person who was employed by Questex or any of its affiliates during the six (6) month period prior to such solicitation, without the prior written consent of Questex.

6. Warranty and Limitation. Questex warrants that the Services shall be performed in a manner consistent with industry standards as reasonably applied to the performance of such Services and the specifications agreed to in writing by Questex and Customer. Questex's sole obligation in the event of a breach of this warranty shall be to correct or re-perform the affected Services at no additional charge to Customer or, at Questex's sole option, to return the amounts paid by Customer for the Services in dispute. In the event Customer fails to object to the quality of any Services within ten (10) days following delivery, such Services shall be deemed to be accepted and in compliance with Questex's obligations under this paragraph. THIS WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL OTHER REPRESENTATIONS AND WARRANTIES WITH RESPECT TO THE SERVICES, EXPRESS OR IMPLIED, ARISING BY LAW OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR ANY IMPLIED WARRANTIES ARISING FROM TRADE USAGE, COURSE OF DEALING OR COURSE OF PERFORMANCE. QUESTEX WILL NOT BE HELD TO HAVE FAILED TO MEET ITS OBLIGATIONS HEREUNDER IF ANY DELAY IN PERFORMANCE OR FAILURE TO PERFORM IS THE RESULT OF ANY CAUSE BEYOND QUESTEX'S CONTROL. Customer's sole and exclusive remedy for claims against Questex shall be for breach of warranty and not for negligence or any other tort. In no event will Questex's aggregate liability for claims arising in connection with the Services exceed the total fees actually paid by Customer relating to such Services. Under no circumstances shall either Customer or Questex be liable to the other for any indirect, consequential, special, punitive or incidental damages, including, without limitation, lost sales, lost data, lost profits, interruption in the use or availability of data, or the cost of procuring substitute goods or services, even if it has been advised of the possibility of such damages.

7. Materials. Customer agrees to maintain copies of all files and materials provided to Questex. Questex is not responsible for accidental damage to media or materials supplied by Customer. Any alterations or repairs needed to utilize Customer-supplied materials will be charged to Customer at prevailing rates. Customer materials shall not be retained by Questex beyond one (1) year.

CONTINUED ON NEXT PAGE



STANDARD TERMS & CONDITIONS

CONTINUED FROM PREVIOUS PAGE

8. Suspension. Without prejudice to any other rights of Questex, Questex shall be entitled at any time to suspend or terminate the provision of Services, in each case upon reasonable prior notice, in the event (a) Customer commits a material or persistent breach of any of its obligations under these Terms and Conditions (including, without limitation, non-payment of invoices, (b) Customer fails to maintain creditworthiness, as reasonably determined by Questex, or (c) Customer is or becomes the subject of a bankruptcy order, becomes insolvent, goes into liquidation or has a receiver appointed over any of its assets.

9. Miscellaneous. These Terms and Conditions (a) shall be governed by the laws of the State of New York; (b) may not be waived except in writing signed by an authorized employee of Questex; (c) shall be binding on and inure to the benefit of the parties hereto and their respective successors and assigns and no other party shall have any rights hereunder, and (d) together with any separately negotiated contract signed by Customer and Questex (a "Negotiated Contract") constitutes the entire agreement of the parties hereto and supercede all prior understandings and agreements, oral or written, with respect to the subject matter hereof; provided that, in the event of any conflict between these Terms and Conditions and a Negotiated Contract, the Negotiated Contract shall control.

10. No Agency. Each of Questex and Customer are independent principals in all relationships and actions under and contemplated by these Terms and Conditions. These Terms and Conditions shall not be construed to create any employment relationship, partnership, joint venture or agency relationship among the parties, or to authorize any party to enter into any commitment or agreement binding the other.

11. Risk of Loss. Title for finished work passes to Customer upon mailing of invoices for finished services or its segments, whichever occurs first.

12. Severability. If any provision of these Terms and Conditions is declared invalid by a court of competent jurisdiction, such provision shall be ineffective only to the extent of such invalidity, so that the remainder of that provision and all remaining Terms and Conditions will continue in full force and effect.

COMMISSION

Accredited advertising agencies receive a 15% commission provided invoices are paid within 30 days. Production charges are not subject to agency commission.

DIGITAL AD REQUIREMENTS

1. Digital data is required for all ad submissions. Preferred format is PDF or X-1a. Files should be press-optimized, converted to CMYK, and have all fonts embedded. Publisher shall have no obligation or liability to Advertiser of any kind (including, without limitation, the obligation to offer Advertiser make goods or any other form of compensation) if an ad is supplied to Publisher by Advertiser in any format other than PDF/X-1a, or PDF. Each ad supplied to Publisher by Advertiser in any format other than PDF/X-1a, or PDF will be charged a \$150 processing fee. Publisher cannot provide Advertiser any assurances regarding the accuracy of reproduction of any ads supplied in any format other than PDF/X-1a.

2. Publisher will not supply a faxed or soft proof for Advertiser-supplied files. Advertiser is solely responsible for pre-flighting and proofing all advertisements prior to submission to Publisher. If Publisher detects an error before going to press, Publisher will make a reasonable effort to contact Advertiser to give Advertiser an opportunity to correct and resubmit Advertiser's file before publication.

3. Accepted Media: Files may be submitted on CD-ROM.

4. FTP: Files may be submitted to Publisher's FTP site. Please refer to the Mechanical

Requirements page or contact the production manager for instructions.

5. Ad Proofs: To insure that Advertiser's ad is reproduced correctly, a SWOP-certified color proof that has been made from the same file that Advertiser supplies to Publisher must be provided. Publisher cannot provide Advertiser any assurances regarding the accuracy of reproduction of any ad submitted without a SWOP proof. Publisher shall have no obligation or liability to Advertiser of any kind (including, without limitation, the obligation to offer Advertiser makegoods or any other form of compensation) for any ad supplied to Publisher by Advertiser without a SWOP proof.

6. Film: Publisher is computer to plate. Each ad submitted to Publisher in digital format.

MAILING INSTRUCTIONS

For general and reproduction materials: Contracts, insertion orders, correspondence, proofs, copy and reproduction materials should be sent to:

Jennifer Evans

Production Manager

Home Media Magazine

201 Sandpointe Ave., Suite 500, Santa Ana, CA 92707

e-mail: jevans@questex.com

EFFECTIVE DATES

Home Media Magazine's rates are effective January 2009 through December 2009. A signed contract and/or written acknowledgement is required for each insertion in order to earn a 15% agency discount. Earned frequency is based on the number of insertions made during contract period. Maximum earned frequency discount: 72 times. An ad may be canceled thirty (30) days prior to the issue's ad close date. Publisher reserves the right to request payment for ads canceled less than thirty (30) days prior to ad close.

COMMISSION & CREDIT TERMS

Agency commission: 15% gross billing allowed to recognized agencies on space, color, bleed, covers and special positions, provided account is paid within 30 days of invoice date. Agency commission will be disallowed on all overdue invoices. Questex Media Group Inc. holds both the advertiser and its designated advertising agency responsible for paying all duly authorized advertising inserted in or attached to *Home Media Magazine*. All overdue payments will be reinvoiced directly to the advertiser, who will be held fully responsible for payment. Publisher reserves the right to reject any advertising which he feels is not in keeping with the publication's standards or for any reasons, even if it has been published previously. Publisher shall not be liable for any omitted, misplaced or incorrectly positioned advertisements. Orders accepted subject to change in rates on notice from the Publisher.

