

22. CSPD ADVERTISING STANDARDS, TERMS AND CONDITIONS

The California Society of Pediatric Dentistry (CSPD) will provide Professional Opportunities and Classified Ads listings in the *Bulletin* and on the CSPD Website. The *Bulletin* will also direct reader's attention to the website for the most current Professional Opportunities and Classified Ads. CSPD will provide these listings as a free service for all CSPD members, students, teachers, dental schools and hospitals. All others will pay a fee to place an ad, Professional Opportunities, or Classified. All listings must meet those requirements listed in the CSPD Advertising Standards.

CSPD welcomes advertising on our web site www.cspd.org as an important means of keeping pediatric dentists, allied professionals and consumers informed about new products and services available in the practice of pediatric dentistry. Such advertising must be factual, dignified, tasteful, and intended to provide useful product and service information.

CSPD will sell advertising space in its publications when the inclusion of advertising material does not interfere with the purpose of the publication and adequate space is available. Products and services eligible for advertising on www.cspd.org must be germane to and useful in the practice of dentistry. Products or services offered by responsible advertisers that are not related to dentistry but are of interest to dentists are also eligible for advertising. All advertisements must comply with CSPD's Advertising Standards.

California Society of Pediatric Dentistry (CSPD) shall be the sole judge of the suitability of materials for advertising, and accepts advertising in the quarterly CSPD *Bulletin* and CSPD website www.cspd.org subject to the following conditions:

- All advertisements submitted for display in a CSPD publication are subject to review and appropriate space available.
- Products that are in an ADA seal program must also satisfy all requirements of the applicable scientific council in addition to these standards governing eligibility for advertising in CSPD publications.
- Advertisements will not be accepted if they conflict with or appear to violate CSPD policy, the ADA Principles of Ethics and Code of Professional Conduct or its Constitution and Bylaws, or if the advertisements are deemed offensive in either text or artwork or contain attacks of a personal, racial or religious nature.
- By submitting advertising copy, advertisers certify that such copy and the advertised product(s) are in accord with applicable government laws and regulations (for example, equal opportunity laws and regulations covering new drug applications and prescription drug advertising). Acceptance of advertising in CSPD publications is not to be construed as a guarantee that the manufacturer has complied with such laws and regulations.
- The advertisement of a product within the purview of the Council on Dental Materials, Instruments, and Equipment of the American Dental Association for which an official ADA specification exists shall not be accepted unless it is classified as "Acceptable" or "Provisionally Acceptable" and the claims substantiated by the Council.

- Complete scientific and technical data, whether published or unpublished, concerning product safety, operation, and usefulness may be required. The CSPD reserves the right to decline advertising for any product involved with a government agency challenge or denial of product marketing and for any technique or product that is the subject of an unfavorable or cautionary report by an agency of the ADA.
- All claims of fact must be fully supported and meaningful in terms of performance or any other benefit. CSPD may require a minimum of one study for certain types of ads.
- The advertisement may cite, in footnotes, references from dental and other scientific literature provided the reference is truthful and is a fair and accurate representation of the body of literature supporting the claim made. Unwarranted disparagements or unfair comparisons of a competitor's products or services will not be allowed.
- Comparative advertising is not allowed.
- Alcoholic beverages, tobacco products, special-purpose foods and nutritional supplements (e.g., low-sugar foods, postoperative and other therapeutic diets) are not eligible for advertising.
- Books related to the practice of dentistry are eligible for advertising. Appropriate books of interest to dentists and their families as consumers are eligible for advertising in publications.
- An advertisement for an educational course is not eligible if the date of that course conflicts with a course sponsored by CSPD. An advertisement for an educational course is eligible if the course is conducted under the auspices of the ADA/CDA and is recognized by the ADA/CDA Continuing Education Recognition Program, one of its constituent or component dental societies, a national certifying board or national society for one of the specialty areas of dental practice recognized by the ADA, an accredited dental or medical school or any organization specifically referred to in the Bylaws of the American Dental Association. The CSPD reserves the right to decline advertising for any course that involves the teaching or use of a product or technique that conflicts with ADA policy or is the subject of an unfavorable or cautionary report by an agency of the ADA. The advertisement must state which of the aforementioned organizations is associated with the course and, if applicable, the number and type of continuing education credits granted on completion of the course. The eligibility of an advertisement for a course conducted by or under the auspices of an organization or commercial venture other than the aforementioned will be determined on a case-by-case basis. Acceptance of advertisements for courses and educational materials offered by commercial ventures and directed to the income of a dentist or to the commercial aspects of a dental practice will be reviewed for attractiveness, accuracy and dignity to determine eligibility.
- All classified listings must be 100 words or less. All listings will be charged per month or per Bulletin issue. The fees will be those listed in the Non-Dues Revenue Brochure Rate Sheet. The Web-Editor and Editor or their committee member designee will be responsible to forward this billing information to the executive director who will prepare statements and collect the fees.

- The appearance of advertising or marketing of any kind in any CSPD publication and/or on the CSPD Web site 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.
- Announcements of educational programs, equipment, or other products and services must be related in some manner to the field of pediatric dentistry.
- Membership recruitment or related promotions for external organizations are only permitted with CSPD's prior written authorization.
- Ads supplied to CSPD which require additional typesetting, edits, layout, color separation or film work on material supplied are subject to additional charges which are the responsibility of the advertiser.
- Advertiser shall provide the advertisement to CSPD (including all necessary artwork) by the due date and in the format set forth in the Advertising Order form. In the event that all necessary artwork is not received in time for the due date, CSPD may at its sole option elect to use artwork from previous Advertisements placed by Advertiser (if any). Unless return is requested, original art and copy will be destroyed six months after publication.
- All advertisements must be reviewed by CSPD for approval prior to publication. CSPD reserves the right to accept, reject, or edit any advertisement at its sole discretion for any product or service submitted for publication. CSPD may, in its sole discretion and at any time and for any reason, cancel or refuse any advertisement, regardless of whether such advertisement previously was accepted by CSPD.
- Every care is taken to avoid mistakes, but responsibility cannot be accepted by CSPD for clerical or printer errors.
- Advertisers may not use the CSPD name or logo without prior written consent.
- CSPD will not be bound by conditions printed or appearing on order blanks or copy instructions that conflict with provisions of the Advertising Order form.
- CSPD 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 CSPD, regardless of the client's payment standing with the broker. Payment is due upon receipt, and is past due 30 days after billing date. A client/broker with three or more unpaid invoices from any combination of CSPD advertising options will have their advertising dropped without warning. Reinstatement requires the payment of all but the last outstanding invoice.
- Advertiser warrants to CSPD that the Advertisement is Advertiser's own original work; that 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.

- Advertiser agrees to indemnify CSPD 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, Lanham Act violations, or breach of the representations and warranties provided herein.
- Advertiser shall comply with any and all state or federal laws governing solicitations and individual privacy information. Advertiser shall indemnify and hold harmless CSPD, 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 attorney's fees and legal expenses.
- Advertiser shall be liable for any and all amounts payable to CSPD under this Agreement. All amounts are due and payable by Advertiser within thirty (30) days of receipt of invoice. If Advertiser cancels this Agreement prior to its conclusion, Advertiser shall remain liable to pay to CSPD the full amount due. In the event any collection action, by non-judicial or judicial means, is taken by CSPD against Advertiser to enforce one or more of the terms and conditions of this Agreement, it is agreed that, if CSPD is successful in such collection action, that Advertiser shall pay to CSPD all reasonable costs (including reasonable attorneys' fees), expenses, and courts costs (if any) incurred by CSPD in pursuing such collection.