

## **Advertising Policies**

APTA Private Practice reserves the right to make changes to its advertising policies, and the advertiser's continued placement of an ad with APTA Private Practice constitutes acceptance of these changes.

Advertisements are accepted only when they conform to the APTA ethical <u>principles</u> and the policies of APTA Private Practice. However, compliance with these ethical principles and policies does not guarantee acceptance of an advertisement.

Products, services, and companies eligible for advertising in APTA print and digital vehicles shall be germane to the practice of physical therapy or the management of physical therapy businesses.

1. APTA Private Practice has the right to approve or deny all advertising prior to publication. APTA Private Practice reserves the right to cancel any advertising contract at any time.

APTA Private Practice may decide that certain products or services are not eligible for advertising in national APTA Private Practice vehicles, if advertisements for these specific products or services in other media consistently or significantly depart from association standards.

The fact that APTA Private Practice has published an advertisement previously shall not preclude APTA Private Practice from denying placement of that advertisement in the future.

The fact that APTA Private Practice has published an advertisement of a product, service, or company shall not be referred to in collateral advertising without specific written authorization of APTA Private Practice.

- 2. APTA Private Practice's print and digital vehicles that accept advertising do not verify the accuracy of claims made in advertisements and running a print or digital ad or posting does not imply endorsement by APTA Private Practice.
- 3. Cancellations are not accepted after the stated closing date. All cancellations prior to space closing date must be made in writing and acknowledged by APTA Private Practice.

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- 4. Quotations or excerpts of published articles and references are eligible only if they accurately reflect the meaning intended by the author. Claims made within quotations must conform to the same standards as unquoted claims. Complete reference information or a web link to a complete reference must be included in the advertisement when a study is cited, a quotation is used, or terms such as "effective," "evidence-based," or "proven" are used. Research must have been published in a peer-reviewed scholarly research journal.
- 5. Advertisements must clearly identify the advertiser and the product or service being offered. The layout, artwork, and format must avoid confusion with the editorial content of the APTA Private Practice vehicle. APTA Private Practice may, at its sole discretion, include the word "Advertisement" prominently on advertisements that might be confused with editorial content. Comparisons with, or disparagements of, a named competitor's product, service, or company will not be accepted. Sensational language, such as the extravagant use of superlatives or punctuation marks, will not be accepted. Advertisements that use sexually provocative language or illustration will not be accepted.
- 6. Advertisers and their advertising agencies, if applicable, assume full liability for their advertisements, and they are responsible for any claims arising from them against APTA Private Practice. APTA Private Practice is not liable for errors in lead generation services or ad index. APTA Private Practice will not accept advertisements for any product, apparatus, instrument, device, or pharmaceutical product that is the subject of litigation pending before the Food and Drug Administration. Advertising will be accepted in cases of pending compliance or noncompliance with the FDA requirements if the advertisement includes a disclaimer in the copy stating: "FDA approval pending." Errors in ads must be noted immediately. APTA Private Practice will not offer credit if an ad repeats incorrectly. APTA Private Practice will not be bound by any conditions, printed or otherwise, appearing on any insertion order or contract when they conflict with terms and conditions of APTA Private Practice's published rate card.
- 7. Advertisers agree to comply with all privacy, testimonial, and other applicable laws, including the Canada Anti-Spam Law. Placing an advertisement with APTA Private Practice denotes a statement by the advertiser that their advertisement and actions therewith comply with CASL. Advertisers should seek advice of counsel with any questions regarding their advertisement and CASL.



8. APTA Private Practice prohibits preferential or adverse discrimination on the basis of race, creed, color, sex, gender, gender identity, gender expression, age, national or ethnic origin, sexual orientation, disability, or health status in all areas including, but not limited to, its qualifications for membership, rights of members, policies, programs, activities, and employment practices. APTA Private Practice is committed to promoting cultural diversity throughout the profession.

Advertisers assume any and all liability associated with their advertisement. Advertisers agree to indemnify and hold APTA harmless with respect to all ads.