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## American Society for Surgery of the Hand Advertising Policy

The purpose of this policy is to define the approval, use and restrictions related to advertising in ASSH's print and online publications.

1. All advertising must be nondiscriminatory and comply with all applicable laws and regulations.
2. Advertising may not be deceptive or misleading in nature.
3. All advertising is subject to approval by ASSH, which may be withheld in its sole discretion. Such approval may be based on, but not limited to the following:
  - a. Testimonials/endorsements.
  - b. The product or advertiser must be identified.
  - c. Drug advertising must comply with all regulatory requirements.
  - d. Product comparisons using trade names will not be accepted without the statements, "Substantiating data based on research is available from the advertiser upon reader request."
4. Advertising for products, programs, and services must be germane to hand and upper extremity surgery or otherwise related to the health care industry and may not compete with ASSH's products or services.
5. Advertising for a new product/device will not be considered by ASSH until a license for the product has been issued by the appropriate regulatory agency. The license must contain an effective date.
6. Advertisements of new products/devices must comply with all applicable governmental regulations regarding advertising, promotion and labeling.
7. Quotations or excerpts from a published paper submitted as a statement of evaluation of the product cannot be used by the advertiser or the agency without permission of the author and the publication. Evidence of permissions must accompany copy.
8. The word "Advertisement" must be printed at the top of any advertisements that might be confused with editorial pages and advertisements topically related to editorial content will not be placed adjacent to such editorial content.
9. ASSH shall not be liable for any failure to print, publish, or circulate all or any portion of any issue in which an advertisement accepted by ASSH is contained if such failure is due to natural disasters, strikes, wars, accidents, acts of terrorism, or other circumstances beyond ASSH's control.
10. In consideration of publication of an advertisement, advertisers and agencies agree to jointly and severally indemnify, defend, and hold harmless ASSH, its officers, agents, and employees against expenses (including legal fees) and losses resulting from the publication of the contents of the advertisement, including, without limitation, claims or suits for defamation, privacy violations, copyright or trademark infringements and plagiarism.
11. Cancellations may not be accepted and copy corrections shall not be guaranteed after the closing date(s). On contract or schedule insertions, previous copy will be repeated if changes are not received by the closing date(s).
12. Advertisers and agencies are jointly and severally responsible for timely payment of all insertions. ASSH is not bound by any conditions – printed or otherwise – appearing on any insertion order or contract when they conflict with the terms and agreements stated in this ASSH Advertising Policy and ASSH.