

# Award Winning Moveable Feast with *Fine Cooking*

Moveable Feast with *Fine Cooking* is a half-hour program that takes viewers on a delicious journey across America, capturing beautiful, iconic locations and drawing on local talent and unique ingredients to make a fabulous feast.

In every episode we feature local chefs, food artisans, or purveyors who gather to create a seasonal menu, each offering their own simple and delicious way to turn regional foods into fabulous dishes. The show culminates with the chefs cooking together with the host, Pete Evans, creating a fun, spontaneous pop-up cooking event. With each episode we provide the unique *Fine Cooking* blend of inspiring recipes along with expert tips and techniques to create delicious dishes.



**Circulation Profile** Pete Evans is an award winning Australian chef, restaurateur, cookbook author, popular TV host, and one of Australia's most celebrated chefs.

- The Show**
- Nomination for 2014 Daytime Emmy Award, Outstanding Culinary Program
  - Winner of the Taste Awards and two Telly Awards
  - 13 programs, 30 minutes each to broadcast on public television
  - Season Four starts airing on PBS September 2016
  - Estimated 1,400,000 viewers per week, .6 rating among primary stations
  - Estimated Carriage for Season Two: 94%

- Sponsor Exposure** Moveable Feast with *Fine Cooking* is fully supported by *Fine Cooking* and utilizes all of the Taunton Home & Garden assets to promote the show.
- Broadcast exposure with 15-second sponsor credit top and bottom of Moveable Feast series
  - Co-branded print ads with sponsor logo
  - Full page promotional ads in 20+ *Fine Cooking* and Taunton Home & Garden Network publications (core and SIPs)
  - All print ads will also appear in digital editions
  - Co-branded online and eLetter exposure
  - Moveable Feast prominently promoted on the cover of *Fine Cooking* regular (core) and special issues and *Fine Cooking* books.
  - Social media promotion with sponsor product giveaway

- Bonus Opportunities**
- Sponsor full page ads in *Fine Cooking* Core and SIP Magazines
  - Sponsor ROS ad units on FineCooking.com and in *Fine Cooking* eLetters
  - Digital video with sponsor credit (15-second top and bottom of each video); Videos available on sponsor website and on Moveable Feast website

**Season Four Timeline** Commitment Deadline: December 1, 2015  
Production begins filming: May 1, 2016  
Air dates (first run): September 2016 – January 2017

By placing an Insertion Order for advertising on a Web site of Taunton Interactive, Inc., the Advertiser and its agency, if there be one, each agree to the following terms and conditions with respect to such advertising (collectively, "Terms")

1. Insertion Order; Optimization; Ad Servers. Taunton Interactive, Inc. agrees to deliver, and Advertiser and/or its agency, if there be one, each agree to pay for the services on the applicable Insertion Order which Insertion Order is incorporated herein by this reference (collectively, "Services"), according to rates specified on the Insertion Order and subject to these Terms, Subject to available inventory and appropriate rate adjustment, positions on the Insertion Order may be adjusted ("optimized"); provided that the total financial obligation of the Advertiser and/or the agency, if there be one, under the Insertion Order are not reduced ("Optimization"). Optimizations are subject to Taunton Interactive, Inc.'s prior approval, with applicable terms documented via email, and the confirmation of acceptance by either Advertiser or its agency, if there be one, via reply email, and such terms shall be jointly and severally binding on Advertiser and agency, if there be one, and made part of the Insertion Order as though fully set forth therein.

2. Ad Servers and Counting. Taunton Interactive, Inc. shall only recognize its third party ad servers and other nationally recognized third party ad servers as may be agreed upon in writing by Taunton Interactive, Inc. and the Advertiser and/or its agency, if there be one, in advance but Taunton Interactive, Inc.'s applicable ad server(s) shall be the official counter(s) for determining impressions delivered, invoices and payment. Any of Advertiser's and/or its agency's third party ad server reporting that is not previously affirmatively approved by Taunton Interactive, Inc. in writing is not accepted.

(a) Makegoods. If actual inventory delivered with respect to a particular advertisement placement falls below guaranteed levels on the Insertion Order according to Taunton Interactive, Inc.'s applicable ad server counts by not more or less than 10%, and/or if there is an omission of any advertisement (placement or creative unit), Advertiser and/or its agency, if there be one, and Taunton Interactive, Inc. will make an effort to agree upon the conditions of a makegood at the time of shortfall. If no makegood can be agreed upon, Advertiser and/or its agency, if there be one, may execute a credit equal to the value of the under-delivered portion of the Insertion Order for which it was invoiced. In the event Advertiser and/or its agency, if there be one, made a cash pre-payment to Taunton Interactive, Inc., specifically for the Insertion Order for which under-delivery applies, then if Advertiser and/or its agency, if there be one is current on all amounts owed to Taunton Interactive, Inc. under any other advertising agreement, Advertiser and/or its agency, if there be one, may elect to receive a credit for the under-delivery equal to the difference between the applicable pre-payment and the value of the delivered portion of the Insertion Order. Makegoods are not available (a) when under-delivery or omission of an advertisement is attributable to Advertiser's and/or agency's (i) delayed, incorrect or incompatible Ad Materials or (ii) failure to follow applicable Policies (as defined in Section 4 below), (b) for failure to deliver impressions according to any specific daily or weekly distribution, (c) for impressions marked on the Insertion Order as "estimated" or "not guaranteed", (d) for sponsorship, exclusive or similar placements, or (e) for preemptive placements and/or impressions. This section sets forth the sole and exclusive remedy for any failure of Taunton Interactive, Inc. to fulfill its obligations under the Insertion Order.

(b) Bonus Impressions. Where Advertiser and/or its agency, if there be one, utilizes a previously approved third party ad server, Taunton Interactive, Inc. will not bonus more than 10% above the guaranteed levels on the Insertion Order on the difference between the third party counts of Taunton Interactive, Inc. and Advertiser without the prior written consent from the Advertiser and/or agency, if there be one. Permanent or exclusive placements shall run for the specified time regardless of over-delivery, unless the Insertion Order establishes an impression cap for third party ad served activity. Advertiser and/or its agency, if there be one, shall not be charged by Taunton Interactive, Inc. for any additional advertisements above any level guaranteed in the Insertion Order. If a previously approved third party ad server is being used and Advertiser and/or its agency, if there be one, notifies Taunton Interactive, Inc. that the guaranteed level stated in the Insertion Order has been reached, Taunton Interactive, Inc. will use commercially reasonable efforts to suspend delivery and, within 48 hours, may either: (i) serve any additional advertisements itself or (ii) be held responsible for all applicable incremental advertising serving charges incurred by Advertiser and/or its agency, if there be one, after such notice has been provided and associated with over-delivery by not more than 10% above such guaranteed levels.

3. Cancellation. (a) At any time prior to the serving of the first impression of the Insertion Order, the Advertiser and/or its Agency, if there be one, may cancel the Insertion Order with 30 days prior written notice, without penalty. For clarity and by way of example, if the Advertiser and/or its Agency cancels the Insertion Order 15 days prior to the serving of the first impression, Advertiser and/or its Agency will only be responsible for the first 15 days of the Insertion Order. Cancellation notice must be sent via facsimile to Taunton Interactive, Inc. at (203) 426-3434 Attn: WEB ADS and will be deemed given upon Taunton Interactive, Inc.'s confirmation of receipt. (b) Once accepted by Taunton Interactive, Inc., Insertion Orders seeking exclusive placement/sponsorship by an Advertiser and/or its Agency, if there be one, may only be cancelled, altered and/or modified on prior written notice to Taunton Interactive, Inc. no less than 30 days prior to the scheduled commencement date of such exclusive placement/sponsorship. In no event may any exclusive placement/sponsorship be cancelled, altered and/or modified within such 30 day period without the acknowledgement and written consent of Taunton Interactive, Inc. Upon the serving of the first impression of the Insertion Order, Advertiser and/or its Agency, if there be one, may cancel the Insertion Order for any reason, without penalty, by providing Taunton Interactive, Inc. Written notice which will be effective after the later of: (i) 30 days after serving the first impression of the Insertion Order; or (ii) 14 days after providing Taunton Interactive, Inc. with such written notice.(c) Either party may terminate an Insertion Order at any time if the other party is material breach of its obligations hereunder that is not cured within 10 days after written notice thereof from the non-breaching party, except as otherwise stated in this Agreement with regard to specific breaches.(d) Short rates will apply to buys that are cancelled to the degree stated in the Insertion Order.(e) Cancellations or changes in Eletter orders are not accepted after an Eletter deploy date. (f) Digital campaigns including Added Value items, sponsorships or other program elements that include development on the part of The Taunton Press or Taunton Interactive cannot be cancelled once the program elements go into production. "Production" may include, but are not limited to, creative development and design, script writing, video production, post editing, recipe development, or other specifically defined project element.

4. Ad Materials; Late Creative. (a) Artwork, copy, other content, active URL's and other components of the advertisement (collectively, "Ad Materials") must comply with Taunton Interactive, Inc.'s criteria and specifications at <http://www.taunton.com/advertise/terms.asp> for its applicable Web site(s) (collectively, the "Policies"), as updated from time-to-time in Taunton Interactive, Inc.'s discretion. Ad Materials must be received at least five (5) business days prior to the scheduled start date or within the timeframe in the Policies for the applicable ad type if such timeframe is greater. If Ad Materials are not received within such timeframe, or if provided incorrectly or inconsistent with the Policies, then guaranteed impressions and Taunton Interactive, Inc.'s obligations will be reduced pro-rata for the period of time that reserved space was not filled without affecting Advertiser's financial responsibility for all impressions ordered and inventory reserved. (b) For Eletters a previously run ad will be inserted for contracted advertisers whose new ad copy is not received by the closing date.

5. Editorial Approval. All Ad Materials are subject to Taunton Interactive, Inc.'s approval. Taunton Interactive, Inc. reserves the right, at any time and for any reason in its discretion, to reject, cancel or cease publication of any Ad Materials, space reservation, or position commitment, without any liability for the same except as provided above for makegoods.

6. Payment Terms; Taxes. If Taunton Interactive, Inc. approves credit, Advertiser will be invoiced promptly at the end of each month for amounts set forth on the Insertion Order and payment shall be made to Taunton Interactive, Inc. within thirty (30) days from the date of invoice ("Due Date"). If Advertiser fails to make timely payment, Advertiser will be responsible for all reasonable expenses (including attorneys' fees) incurred by Taunton Interactive, Inc. in collecting such amounts. Taunton Interactive, Inc. reserves the right to suspend credit and/or performance of its obligations if Advertiser fails to make timely payment. Fees on the Insertion Orders are exclusive of all taxes. Advertiser shall be responsible for payment of all taxes, duties and similar charges assessed in connection with the Services or on any payments made by Advertiser hereunder, excluding taxes on Taunton Interactive, Inc.'s net income. If agency is the signing party placing an Insertion Order for the benefit of its client, then agency is responsible for all payments hereunder regardless of whether it has received payment from its client. Taunton Interactive, Inc. reserves the right to hold agency and its client jointly and severally liable for all payments.

7. Warranties; Indemnity. Advertiser hereby represents and warrants to Taunton Interactive, Inc. that Advertiser has the right to publish the Ad Materials in the form delivered and manner published without infringing or violating the rights of any third party or violation of any law, rule or regulation. Advertiser agrees, at its own expense, to indemnify, defend and hold harmless Taunton Interactive, Inc., its parent companies, employees, officers, directors, representatives, agents and affiliates, against any and all claims, demands, suits, actions, proceedings, damages, liabilities, costs, expenses and losses of any kind (including reasonable attorneys' fees and costs) arising out of or related to (a) the publication of any advertisement hereunder, (b) the Ad Materials or any matter or thing contained in any advertisement, and/or (c) any material of Advertiser in which users can link through any advertisement (including but not limited to, claims of trademark or copyright infringement, libel, defamation, breach of confidentiality, privacy or data protection violation, false, deceptive or misleading advertising or sales practices). If agency is the Signing Party placing an Insertion Order for the benefit of its client, then

client and agency shall each be considered the Advertiser for purposes of this section, and agency, by signing below, represents and warrants that it has the authority, as agent, to bind its client to these Terms and the Insertion Order. TAUNTON INTERACTIVE, INC. MAKES NO WARRANTY OF ANY KIND WITH RESPECT TO ITS WEB SITES OR SERVICES TO BE DELIVERED HEREUNDER AND HEREBY DISCLAIMS ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ALL WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. ALL SERVICES ARE PROVIDED ON AN AS IS BASIS WITHOUT GUARANTEE.

8. Limitation of Liability. TAUNTON INTERACTIVE, INC. SHALL NOT BE LIABLE TO THE ADVERTISER, ITS AGENCY OR ANY THIRD PARTY UNDER OR IN RELATION TO THESE TERMS OR ANY INSERTION ORDER FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL OR INDIRECT DAMAGES OF ANY KIND OR NATURE, UNDER ANY THEORY OF LAW OR EQUITY, AND WHETHER OR NOT TAUNTON INTERACTIVE, INC. HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT WILL TAUNTON INTERACTIVE, INC.'S LIABILITY UNDER OR IN RELATION TO THESE TERMS OR ANY INSERTION ORDER EXCEED THE FEES ACTUALLY PAID TO TAUNTON INTERACTIVE, INC. FOR THE ADVERTISEMENT GIVING RISE TO SUCH LIABILITY.

Miscellaneous. Taunton Interactive, Inc. shall not be liable to Advertiser or its Agency, if there be one, for delay or default in the performance of or completion of Services under the Insertion Order or these Terms, if caused by conditions beyond its control, including but not limited to, any act of God, governmental authority, or war, terrorist act, riot, labor stoppage or slowdown, fire, flood, severe weather, earthquake, accident, telecommunications or network failures, failure of the Internet, or electrical outages. These Terms, together with the Insertion Order, shall be governed and construed in accordance with the laws of the state of Connecticut, without regard to its conflicts of law principles. The parties agree to submit to the exclusive jurisdiction of the state and federal courts located in Connecticut, with respect to any legal proceeding arising out of the Insertion Order or Terms, waiving all defenses with respect to jurisdiction, forum and venue. These Terms and the Insertion Order are the complete and exclusive agreement between the parties with respect to the subject matter and supersede any prior or contemporaneous agreements, negotiations and communications, whether written or oral, between the parties regarding such subject matter. The Terms and Insertion Order (except in the case of Optimizations) may only be modified, or any rights under it waived, by a written document executed by both parties. Taunton Interactive, Inc. will not be bound by any terms or conditions, printed or otherwise, appearing on any purchase order, copy instructions, contract or other documents submitted by Advertiser or its Agency, or expressed orally. To the extent of any conflict, these Terms shall prevail over the Insertion Order. These Terms and the Insertion Order are specifically between and for the benefit of Taunton Interactive, Inc. and Advertiser, and no other person or entity whatsoever (including without limitation, Advertiser's agency) shall have any rights, interests or claims hereunder or be entitled to any benefits under or on account of these Terms or the Insertion Order as a third party beneficiary or otherwise. All obligations and liabilities which by their nature are intended to survive shall survive termination or expiration of these Terms and the Insertion Order for any reason.