

The Atlantic

Advertising Guidelines

These Guidelines set forth standards that govern *The Atlantic*'s relationship with its advertising partners and the relationship between editorial and advertising content. The overriding consideration is to respect *The Atlantic*'s editorial integrity and the trust of its readers. We believe that establishing, publicly displaying, and adhering to these Guidelines is important to protect the trust and transparency that should exist between a publication, its readers, and its advertisers.

We also recognize that no set of Guidelines can address every situation or issue that may arise in the course of doing business, especially given the pace of change within the media industry. Accordingly, we anticipate that these guidelines will be revisited and updated from time to time. In particular, we will remain teachable and open to suggestions, criticism, and correction from our readers and other interested parties.

I. General Advertising Guidelines

The Guidelines in this section apply to all advertisements (including ads purchased under AAAA/IAB Standard Terms and Conditions) and sponsor content served by or appearing in *The Atlantic*'s platforms, which include the print magazine, www.theatlantic.com, and all related mobile and app extensions (collectively, "*The Atlantic*"), as well as to advertising and sponsor content presented in connection with *The Atlantic*'s live events. The Guidelines are grounded in three primary principles:

A. The Atlantic will not allow any relationship with an advertiser to compromise *The Atlantic*'s editorial integrity.

- *The Atlantic*'s journalistic endeavors are subject to the full discretion of *The Atlantic*'s Editor-in-Chief and will not be subjected to inappropriate interference from *The Atlantic*'s sales and marketing division ("Atlantic Sales and Marketing") or input or influence from any advertiser, underwriter, or client.
- *The Atlantic* will take appropriate steps — including the publication of these Guidelines — to ensure that readers and advertisers understand that (a) the content of advertising does not necessarily reflect the views of *The Atlantic* or its editors, (b) that *The Atlantic*'s acceptance of any advertising does not constitute, and should not be construed as, an endorsement of the advertiser, its product, and/or its message, and (c) *The Atlantic*'s journalists have no role in the creation or acceptance of any advertising.

B. All advertising content must be clearly distinguishable from editorial content.

- *The Atlantic* will label an advertisement with the terms "Advertisement," "Sponsored," "Sponsor Content," or "Paid" when, in its opinion, this is necessary to make clear the distinction between editorial material and advertising.
- *The Atlantic* may use the term "partnership" (or "partner") in reference to a media

organization or an educational, non-profit, or similar organization whose involvement in a particular topic area is consistent with *The Atlantic*'s editorial values and objectives. Aside from the foregoing, *The Atlantic* will not use the term "partnership" in a way that a reasonable reader might understand to reference an *editorial* partnership without the approval of the Editor-in-Chief (or his or her designee). *The Atlantic* may use the term "partnership" in a clearly non-editorial context (e.g., referencing a "technology partnership" with a sponsor) with the approval of the CEO.

- *The Atlantic*'s brand marketing, promotional, and recruiting materials should not inadvertently give the impression that Re:think (or Atlantic Sales and Marketing generally) is part of *The Atlantic*'s editorial operation. By way of example, Re:think may be referenced as *The Atlantic*'s "creative marketing studio," but not its "creative studio."

C. *The Atlantic* may exercise its discretion to refuse or remove any advertising that is inconsistent with or may tend to bring disparagement, harm to reputation, or other damage to its brand.

- *The Atlantic* may exercise its discretion to refuse (or remove) any advertising, with or without prior notice to the advertising client and regardless of whether the advertising content has been accepted or displayed for any period of time, in the event that it is:
 - o Advertising that *The Atlantic* believes, in its opinion, to be demonstrably false or deceptive.
 - o Advertising that *The Atlantic* believes, in its opinion, to be unlawful.
 - o Advertising that *The Atlantic* believes, in its opinion, is indecent, vulgar, suggestive, profane, or offensive.
 - o Advertising for illegal products or services, including drugs, illegal substances, or any related products or services.
 - o Advertising that *The Atlantic* believes includes hateful or violent text advocating against any individual, group, or organization.
 - o Advertising that *The Atlantic* determines to be inflammatory.
 - o Advertising that *The Atlantic* determines represents a personal attack against an individual, country, or organization.
 - o Advertising that *The Atlantic* determines to be defamatory or to infringe upon the intellectual property, publicity, privacy, or other rights of any third party.
 - o Advertising that *The Atlantic* believes will otherwise harm, damage, or undermine the intellectual integrity, authority, and character of its mission, reputation, or brand.
- Advertisers are responsible for ensuring that their ads are adequately substantiated and comply with all applicable laws, regulations, and guidelines.

II. Sponsor Content Guidelines

"Sponsor Content" is content created or commissioned by an advertiser that is published by *The Atlantic* and presented in non-standard formats and/or with a more editorial sensibility than traditional advertising. In some instances, the underwriter may commission Atlantic Sales and Marketing to create the content.

In addition to the General Advertising Guidelines set forth in Section I, the following additional guidelines shall apply to all Sponsor Content served by or appearing in the print and digital publications of *The Atlantic*, including ads purchased under AAAA/IAB Standard Terms and Conditions.

- As with all advertising, Sponsor Content does not necessarily reflect the views and choices of *The Atlantic*'s editors, and *The Atlantic*'s journalists have no role in the creation or acceptance of any Sponsor Content. Accordingly, *The Atlantic* will:
 - Clearly label all Sponsor Content in a manner that clarifies that it is not editorial content (precise language to be approved by the Native Review Board, as defined below);
 - Include a disclaimer on all Sponsor Content that notes the non-involvement of *The Atlantic*'s editorial staff in curating or creating the Content and clarifies that the Content is made possible by a Sponsor (precise language to be approved by the Native Review Board);
 - Ensure the treatment and design of Advertising and Sponsor Content is clearly differentiated from its editorial content;
 - Consider including, in certain areas and platforms, further explanation defining Sponsor Content to *Atlantic* readers;
 - When publishing Sponsored Content on *The Atlantic*'s website, do so at URL that begins TheAtlantic.com/Sponsored;
 - Ensure that shortened “vanity links” are used in a manner that is not misleading to readers;
 - Ensure that *Atlantic* writers and editors do not contribute to Sponsored Content, and that former *Atlantic* writers and editors do not contribute to Sponsored Content if such contribution would be misleading to readers.

- *The Atlantic* does not require that Sponsor Content steer clear of controversy. Indeed, we expect that Sponsor Content, like our own editorial content, will sometimes address contested issues and will be written with a distinct point of view. That said, even with the caveat that Sponsor Content does not necessarily reflect the views of *The Atlantic* or its editors, and that *The Atlantic*'s journalists have no role in the creation or acceptance of any Sponsor Content, *The Atlantic* will refuse publication of such content that, in its own judgment, would undermine the intellectual integrity, authority, and character of our enterprise. To that end, the Native Review Board will evaluate on a case-by-case basis whether to publish Sponsor Content. This evaluation will consider both the generally applicable Guidelines set forth in Section I and the Sponsor Content-specific Guidelines set forth in this Section.

III. Underwriter and White Label Content Guidelines for Live Events

“Underwriter Content” is content created or commissioned by an underwriter that is presented during an *AtlanticLIVE* editorial event. In some instances, the underwriter may commission Atlantic Sales and Marketing to create the content.

“White Label Content” is content created or commissioned in connection with an event branded as a client event, which is organized by *AtlanticLIVE*'s event execution team on a white label basis without the participation of our editorial staff. For the avoidance of doubt, *The Atlantic*'s brand will not be used in any manner in such events (including, e.g., in audience recruitment), and the noninvolvement of our editorial staff will be transparent to all event participants.

In addition to the generally applicable General Advertising Guidelines set forth in Section I, the following additional guidelines shall apply to Underwriter Content and White Label Content. These guidelines are additive to the principles and guidelines set forth in [Atlantic Media's Event Guidelines](#) (the "Event Guidelines").

- As set forth in the Event Guidelines, an Underwriter may make an Underwriter Content presentation equal to or less than 15 minutes in length at some point during the Event (e.g., a short summary of research, poll, video, or whitepaper). Underwriter Content longer than 15 minutes will be allowed as an exception if, in the judgment of the General Manager of *AtlanticLIVE*, the content is inherently interesting.
- As with all advertising, Underwriter Content does not necessarily reflect the views and choices of *The Atlantic's* editors, and *The Atlantic's* journalists have no role in the creation or acceptance of any Underwriter Content. Accordingly, *The Atlantic* will:
 - Ensure that all Underwriter Content is clearly distinguishable from editorial content;
 - Explicitly inform the Event audience that the Underwriter Content presentation is made on behalf of the Underwriter;
 - Provide other such disclaimers or messaging as necessary to ensure that the event audience understands that *The Atlantic's* acceptance of any underwriter does not constitute, and should not be construed as, an endorsement of an Underwriter, its product and/or its message.
- *The Atlantic* does not require that Underwriter Content steer clear of controversy. Indeed, we expect that Underwriter Content, like our own editorial content, will sometimes address contested issues and will take a distinct point of view. That said, even with the caveat that Underwriter Content does not necessarily reflect the views of *The Atlantic* or its editors, *The Atlantic* will refuse publication of such content that, in its own judgment, would undermine the intellectual integrity, authority, and character of our enterprise. To this end,
 - The CEO and CRO will approve any proposed *new* clients who have not underwritten an *AtlanticLIVE* event in more than five years.
 - The Chief Revenue Officer and/or General Manager of *AtlanticLIVE* will review Underwriter Content and elevate any potential concerns to the Native Review Board.

Additionally, any proposed event format falling outside *AtlanticLIVE's* standard editorial event format (which includes main stage Underwriter Content presentations and Underwriter events adjacent to editorial events) shall be reviewed and approved by both the COO and the General Counsel (who will share their recommendation with the CEO and Chief Revenue Officer) at the proposal stage.

- For the avoidance of doubt, all White Label events will be subject to this review process.
- Additionally, the Chief Revenue Officer and/or General Manager of *AtlanticLIVE* will review all White Label Content and elevate any potential concerns to the Native Review Board

IV. Media Sponsorship Guidelines

The Atlantic occasionally receives requests to serve as a "media sponsor" or "media partner" for events curated and produced by other entities. Such engagements will be undertaken sparingly, following mutual

approval of the CEO and Editor-in-Chief of the following considerations:

- The event host's motivation for hosting the event.
- The mission and reputation of the event host and any sponsors or underwriters of the event:
 - The host must be eligible to be an editorial "partner" of *The Atlantic* (see Section I(B)).
 - *The Atlantic* will *not* serve as a media sponsor for any event organized or controlled by a government entity.
- The editorial agenda for the event.
- The expected quality of the event execution.
- The manner of participation expected from *The Atlantic*, including the type of involvement (if any) sought from *The Atlantic's* journalists. *The Atlantic* may use marketing resources to promote the event (at the discretion of the marketing department), but will not guarantee editorial coverage of the event.

V. Native Review Board

A. *Establishment & Role*

These Guidelines shall be managed, implemented, and applied by a standing committee (the "Native Review Board" or the "NRB") consisting of the below *ex officio* members, as well as any other individuals the CEO may choose to appoint.

- Chief Executive Officer (NRB Chair)
- Chief Operating Officer
- General Counsel
- Chief Revenue Officer and Publisher
- Executive Vice President, Strategic Partnerships and Business Development
- Vice President, Communications
- Creative Director

All aspects of the implementation and application of these Guidelines shall be within the discretion of the NRB. *The Atlantic's* editors will not be involved in deciding whether to accept or reject specific advertisers, underwriters, advertisements, Sponsor Content, or Underwriter Content.

In any instance in which there is a dispute among members of the NRB, the CEO shall have decision-making authority on behalf of the entire NRB.

B. *Training & Elevation of Concerns*

All members of *The Atlantic's* Sales and Marketing team will receive annual training on these Guidelines and the NRB process. This annual training shall also include instructions for a method by which any business staff member with concerns regarding either these Guidelines or the application of them to any potential or published advertisement, Sponsor Content, or Underwriter Content may elevate

such concerns to the NRB. The NRB will evaluate in good faith the merits of any such concerns.

All members of *The Atlantic's* edit and PEG teams will receive an annual high-level briefing on the existence of these guidelines from the General Counsel. Should any member of those teams have concerns regarding either these Guidelines or their application, the individual should raise such concerns to the Editor-in-Chief, SVP of Product, or SVP of Growth (or their designees), who will determine whether the concern should be brought to the NRB. The NRB will evaluate in good faith the merits of any such concerns that are so passed on by the Editor-in-Chief, SVP of Product, or SVP of Growth (or their designees).

C. Review, Updates, and Approval

The Guidelines will be revisited and updated from time-to-time by the CEO, with input of the NRB. Consistent with the foregoing processes, these Guidelines were updated and approved in April 2021.