



The eTurboNews Group provides a cost-effective service of news and e-mail distribution for the travel; & tourism industry around the world. Our readership base is currently running at 235,000+ travel industry readers worldwide, and we would like to help you increase your exposure to the global travel community.

Our regional editions (Africa, Europe, Asia, Middle East/Gulf, North America, South, Central America & Caribbean, Australia/ Pacific, are not only seen by readers in the region, but by 100,000+ more global subscribers interested in those regional information.

In the field of travel trade information distribution, eTurboNews gives added value through its instant global reach, targeting travel trade professionals and media through 17,000+ outlets receiving our wire service - journalists and newspapers, magazines, broadcasters, and online services. Additionally, our information is designed to be accessible through Google and other Internet search engines.

We call on a network of in-country representatives, correspondents and analysts to provide focused news reports relevant to the travel trade faster than the general public media, and we host a discussion forum and weblog related to travel and tourism which provides interaction, information and feedback from readers.

eTurboNews first edition was mailed on April 1, 2001 and is the oldest global travel industry publication with the largest global trade and journalist circulation on the Internet.

eTurboNews is a proud media partner with CNN International Tourism Task Force and Google News.

May we prepare a customized proposal?

## eTN Newsletter Circulation

America		Europe		Gulf / Middle East		Africa		Asia		Australia/ Pacific	
Antigua & Barbuda	117	Andorra	141	Algeria	21	Angola	36	Afghanistan	5	American Samoa	19
Anguilla	113	Albania	53	Bahrain	270	Burkina Faso	18	Armenia	56	Australia	4778
Netherland Antilles	96	Austria	1857	Egypt	897	Burundi	1	Azerbaijan	27	Cocos Islands	93
Argentina	1512	Bosnia & Herzegovina	53	Iran	320	Benin	18	Bangladesh	21	Cook Islands	69
Aruba	268	Belgium	1108	Iraq	3	Botswana	101	Brunei Darussalam	155	Christmas Islands	8
Barbados	280	Bulgaria	261	Jordan	677	Central African Republic	3	Bhutan	238	Christmast Islands	8
Belize	98	Belarus	69	Israel	756	Congo	12	China	100	Fiji	279
Bermuda	230	Cyprus	471	Kuwait	135	Ivory Coast	23	Japan	996	Guam	78
Bolivia	162	Czech Republic	888	Libya	60	Cameroon	110	Indonesia	197	Micronesia	62
Brazil	2220	Germany	1349	Morocco	267	Chad	6	India	365	Kiribati	3
Bahamas	249	Denmark	8	Lebanon	480	Cape Verde	48	British Indian Ocean	1	Mayotte	1
Canada	4377	Estonia	749	Oman	513	Djibouti	24	Kyrgyz Republic	36	Northern Mariana Islands	59
Chile	567	Spain	264	Palestine	34	Eritrea	24	Cambodia	198	New Caledonia	51
Colombia	203	France	3307	Qatar	343	Ethiopia	209	Hong Kong	143	Norfolk Islands	17
Costa Rica	467	Finland	637	Saudi Arabia	282	Gabon	30	Korea (North)	8	Nauru	9
Cuba	264	Faroe Islands	26	Tunisia	209	Guinea Bissau	83	Korea (South)	366	Niue	45
Dominica	86	France	4187	UAE	230	Kenya	786	Kazakhstan	50	New Zealand	1236
Dominican Republic	176	Iceland	285	Syria	7	Ghana	83	Laos	23	French Polynesia	72
Ecuador	291	Italy	6372	Yemen	101	Gambia	42	Sri Lanka	608	Pitcairn	3
Falkland Isl	14	Georgia	164		213	Equatorial Guinea	5	Myanmar	933	Palau	30
Grenada	45	Greenland	68			Liberia	3	Mongolia	84	Solomon Islands	37
French Guiana	12	Greece	1038			Lesotho	17	Macau	279	Papua New Guinea	51
Guinea	18	Croatia	320			Madagascar	81	Maldives	563	Samoa	159
Guadeloupe	12	Hungary	842			Mali	168	Malaysia	449	Tokelau	1
Guyana	18	Ireland	931			Mauritania	9	Mexico	227	Tonga	39
Honduras	24	Liechtenstein	35			Mauritius	338	Singapore	191	Tuvalu	75
Haiti	56	Lithuania	167			Malawi	53	Thailand	273	Vanuatu	206
Saint Kitts and Nevis	30	Luxembourg	138			Mozambique	78	Tajikistan	6		
Jamaica	356	Latvia	183			Namibia	255	Turkmenistan	15		
Cayman Islands	108	Monaco	155			Niger	1	Uzbekistan	32		
Saint Lucia	174	Moldova	57			Nigeria	53				
Martinique	33	Macedonia	62			Reunion	21				
Montserrat	15	Malta	441			Rwanda	42				
Mexico	2128	Netherlands	1312			Seychelles	170				
Nicaragua	87	Norway	860			Sudan	24				
Panama	176	Poland	914			St. Helena	18				
Peru	553	Portugal	1625			Sierra Leone	9				
Puerto Rico	339	Romania	425			Senegal	66				
Paraguay	89	Russia	1034			Somalia	2				
Surinam	12	Sweden	975			Togo	20				
		Slovenia	398			Tanzania	465				
						Uganda	191				

Sao Tome & Principe	40	Slovak Republic	219	South Africa	3434	Vietnam	287
El Salvador	75	San Marino	8	Zambia	131	ASEAN	10
Turks & Caicos Islands	67	Switzerland	3500	Zimbabwe	498		
Trinidad & Tobago	84	Turkey	1620				
USA*	69943	Ukraine	300				
Uruguay	250	United Kingdom (UK)	6879				
Saint Vincent & The Grenadines	72	Vatican	26				
Venezuela	173	EUROPE(eu)	775				
Virgin Islands British	214						
Virgin Islands US	267						
International	193						
AERO	543						
INFO	255						
TRAVEL	336						
EDU	1381						
ORG	5026						
GOV	6822						
	<b>106,007</b>		<b>59,226</b>		<b>7,888</b>		<b>7,728</b>
						<b>23,811</b>	<b>8,189</b>

<b>eTN German language edition</b>				
<b>Austria</b>	<b>Germany</b>	<b>Liechtenstein</b>	<b>Switzerland</b>	<b>other countries</b>
1,857	13,498	35	3,500	255
<b>German language edition total reader count 19,145</b>				

<b>Journalists interested in travel &amp; tourism news:</b>					
<b>Wire services, daily newspapers, weekly papers, magazines, TV, radio, freelance</b>					
<b>USA/ Canada Global</b>	<b>Central &amp; South America</b>	<b>Europe</b>	<b>Middle East/ Gulf</b>	<b>Asia</b>	<b>Australia/ Pacific</b>
9,028	276	5,834	587	1,110	678
<b>Total journalists receiving ForImmediateRelease: 17,513</b>					

<ul style="list-style-type: none"> <li>Journalists 17,513</li> <li>PR Agencies: 10,014</li> <li>Hotel &amp; Resorts: 25,305</li> <li>Government &amp; tourism boards: 8,545</li> <li>Airline &amp; Cruise lines: 9,011</li> <li>Selling trade (travel agents &amp; tour operators): 183,746</li> <li>MICE Industry: 34,812</li> <li>Senior Management: 30,119</li> </ul>	<table border="1"> <thead> <tr> <th>Age</th> <th>PerCentage</th> </tr> </thead> <tbody> <tr> <td>18-24</td> <td>11%</td> </tr> <tr> <td>25-34</td> <td>22%</td> </tr> <tr> <td>35-44</td> <td>31%</td> </tr> <tr> <td>45-54</td> <td>14%</td> </tr> <tr> <td>55-64</td> <td>10%</td> </tr> <tr> <td>65 and above</td> <td>12%</td> </tr> </tbody> </table>	Age	PerCentage	18-24	11%	25-34	22%	35-44	31%	45-54	14%	55-64	10%	65 and above	12%
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- Students & Universities: 2,118

41% female 59% male

eTN Global Readers 230,362

## Media Release posting and distribution

Journalist distribution

Trade and Consumer distribution

German language services

### Web-portal Posting

ForImmediateRelease.Net



eTurboNews.de

### Base rate

- Your releases posted as a news story on our web portals eTurboNews.com and depending on content also on Travelindustrydeals.com or romance.travel
- Submitted to Google News for inclusion on the Google keyword newsletter potentially reaching millions. eTN is a new provider for Google News and a partner with CNN International
- Submitted to major search engines, including Google, Yahoo, MSN, AOL)

One time rate  
€50.00

One time rate  
€100.00

One time rate  
€75.00

buy 10 postings €350.00  
buy 25 postings €700.00

buy 10 postings €700.00  
buy 25 postings €1400.00

buy 10 postings €525.00  
buy 25 postings €1050.00

### Included as a newsletter story

Journalist distribution

Trade and Consumer distribution

German language services

### Your release included on our e-mail newsletter as a news story

ForImmediateRelease.Net



eTurboNews.de

Forimmediaterelease: Included on our daily summary news for journalists e-mailed to 17,000 journalists interested in travel & tourism stories

### Journalist

One time rate  
€75.00

One time rate  
€150.00

One time rate  
€100.00

buy 10 postings €525.00  
buy 25 postings €1050.00

buy 10 postings €1050.00  
buy 25 postings €2100.00





buy 10 postings €700.00  
buy 25 postings €1400.00

**Trade** eTurboNews daily newsletter e-mailed to 235,000 travel industry professionals worldwide.

**Selling trade** TravelIndustrydeals weekly newsletter e-mailed to 145,000 selling travel agents and tour operators





**Leisure** Trade and consumer readers of Romance Travel Weekly : Destination Wedding and Honeymoon Travel

- Weekly Destination Issue
- [North America](#)
  - [Europe](#)
  - [Caribbean/ Central & South America](#)
  - [Gulf & Middle East](#)
  - [Asia](#)
  - [Australia/ New Zealand & Pacific](#)
  - [Africa](#)

Your own newsletter or e-mail alert	Journalist distribution	Trade and Consumer distribution	German language services
			
<p><b>Your story or release circulated as a private and stand-alone e-mail alert to our global database.</b></p>		<p>One time global rate €2100.00</p>	
<p><b>Journalists</b> Private e-mail alert to 17,000 journalists interested in travel &amp; tourism stories with only your story included. You may include additional pictures, links, video links.</p>	<p>One time rate €175.00</p> <p>buy 10 postings €1225.00    buy 25 postings €2500.00</p>	<p>buy 10 postings €10500.00    buy 25 postings €21200.00</p> <p>One time North America circulation \$ 750.00</p>	<p>One time rate €600.00</p> <p>buy 10 postings €3000.00    buy 25 postings €6100.00</p>
<p><b>Trade</b> Private newsletter with only your</p>			

release e-mailed to up to 235,000 travel industry professionals. (Travel-Telegram) Select North America or global distribution. Include unlimited photos/ logos and hyperlinks. You may include video links (YOUTUBE), uploaded to the eTN Video portal. Include one or several stories and offers.

buy 10    buy 25  
 postings    postings  
 \$3750.00    \$ 7600.00

<b>Banner posting with your release</b>		  	
<p>468x60 hyper - linked banner associated and archived with the article on eturbonews.com and affiliated web portals. The banner will stay with your searchable article for years to come. It has both an immediate and long term effect.</p>	N/A	<p>One time rate          €150.00</p> <p>buy 10    buy 25          postings    postings          €1050.00    €2100.00</p>	<p>One time rate          €75.00</p> <p>buy 10    buy 25          postings    postings          €525.00    €1050.00</p>

\* buy packages of 10 or 25 credits to be used within a period of 1 year. Ideal for PR agencies of companies posting 10 releases a year or more.

- TESTIMONIAL**  
*I am writing to thank you for sending our release out on eTN TravelWireNews and ForImmediateRelease. The responses I have received have been nothing less of extraordinary and overwhelming. This has really solidified my high opinion of the news service and I will include eTurboNews as a partner with us for the next fiscal year. Sincerely, Chattan Kunjara Na Ayudhya Director, International Public Relations Division, Tourism Authority of Thailand (TAT)*

## Banner on eTurboNews websites

- Place your banner on the eTurboNews, TravelIndustryDeals, Forimmediaterelease web portals
- Place your banner on the eTurboNews newsletters
- Place your banner on eTurboNews articles
- Pay only for views, determine your own budget

### Website Banner

The screenshot shows the eTurboNews website interface. At the top, there is a navigation bar with the eTN logo and links for Events, eTN Team, Advertising, and Subscription. Below this is a red banner with the text "Banner 468 x 60". The main content area features a search bar and a navigation menu with categories like AFRICA, ASIA, AUSTRALIA & PACIFIC, CARIBBEAN & CENTRAL AMERICA, EUROPE, MIDDLE EAST, NORTH AMERICA, SOUTH AMERICA, and WORLD. The main article is titled "Goa high on wedding tourism" and includes a large image of a wedding scene. Overlaid on the article is a large white text banner that reads "Your Ads on eTurboNews.com". To the right of the article, there are sections for "Subscribe to eTurboNews News Feed", "Related Articles", and "Most Popular". A vertical red banner on the right side of the page contains the text "Banner 160 x 600". Below the article, there is another red banner with the text "Banner 300 x 250". At the bottom of the page, there is a section for "This Week's Most Emailed" with a link to "US Fast Operator Launches Romance Travel".

### Newsletter banner



**Rates:**

	Newsletter banner eTurboNews TravelIndustrydeals			Website Banner			Article Banner & Web Archive Banner																										
<b>Banner Rates frequency (size in pixels)</b>	<b>Exclusive 468X60 top banner</b>	<b>125x125 top banner</b>	<b>468x60 German language edition</b>	<b>160x600 banner on web Template pages visible from all articles</b>	<b>300x250 banner on web Template pages visible from all articles</b>	<b>468x60 banner on web Template pages visible from all articles</b>	eTN Global 468x60 banner on eTN stories, archived on the web and on the newsletter edition																										
<b>Rates banner/ editions</b>	<table border="1"> <tr><td>day</td><td>€800</td></tr> <tr><td>week</td><td>€3000</td></tr> <tr><td>month</td><td>€11000</td></tr> </table>	day	€800	week	€3000	month	€11000	<table border="1"> <tr><td>day</td><td>€250</td></tr> <tr><td>week</td><td>€1000</td></tr> <tr><td>month</td><td>€3000</td></tr> </table>	day	€250	week	€1000	month	€3000	<table border="1"> <tr><td>day</td><td>€300</td></tr> <tr><td>week</td><td>€500</td></tr> <tr><td>month</td><td>€1750</td></tr> </table>	day	€300	week	€500	month	€1750	€ 14 CPM	€ 20 CPM	€ 8 CPM	<table border="1"> <tr><td>1</td><td>€180</td></tr> <tr><td>10</td><td>€1250</td></tr> <tr><td>100</td><td>€8750</td></tr> <tr><td>1000</td><td>€60000</td></tr> </table>	1	€180	10	€1250	100	€8750	1000	€60000
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	<b>468X60 banner on the center part of the eTN newsletter</b>	<b>Traffic on eturbonews.com</b>						
<b>Rates/ banner edition</b>	<table border="1"> <tr><td>day</td><td>€ 75</td></tr> <tr><td>week</td><td>€ 200</td></tr> <tr><td>month</td><td>€ 600</td></tr> </table>	day	€ 75	week	€ 200	month	€ 600	<ul style="list-style-type: none"> <li>• Visitors reading the eTN newsletter: 10,22%</li> <li>• Search engines: 60,98% (Google 52,58% / Yahoo: 5,51% / AOL 0.71%)</li> <li>• direct : 28,79% (feed, direct URL input)</li> </ul>
day	€ 75							
week	€ 200							
month	€ 600							

**Testimonials**

- *Just a short note to say we were pleasantly surprised and delighted at the results of our press release for the launch of our Seattle event. Within one half hour of it being uploaded, it was on Google News and Yahoo News and we have received a few phone calls requesting more information. Many thanks for your contribution to this effort we certainly plan to continue using your service to disseminate*

*information; the results speak for themselves.*

*Andrea Hutchinson, Director of Marketing, Adventures in Travel Expo, Unicomm LLC Milford, CT 06461*



**eTN Travel-Telegram** is a highly unique, one of a kind paid for service of individual commercial messages delivered via email directly to **eTN Travel-Telegram's** exclusive database of more than 235,000. An opt in group of eTurboNews subscribers who have requested commercial information from our advertisers, **eTN Travel-Telegram** guarantees you direct access to those industry executives and decision makers who have especially requested these communications. Since you choose the exact day and time your message is delivered, it will be immediate, timely and vital.

- Deliver your message to **eTN Travel-Telegram's** entire database of global travel industry professionals, or refine and define your target by geographic region or professional sector.
- Choose the exact date and time for delivery.
- Your campaign is archived for 1 year
- Your messages can be forwarded .
- Our regular delivery allows to capture and establish your own database of **eTN Travel-Telegram** subscribers who: opens your ads , who forwards your news articles , who clicks on links in your articles or on links provided in your ad campaigns

### **New ! Prime Delivery Guarantee**

your e-mail advertising campaign, newsletter or story distribution to the travel industry.

Our prime list distribution is configured to send each message individually to the back-end send mail process. This process is repeated up to 235,000 times and may take up to 24 hours to deliver.

It takes longer, but quality always does.

Most delivery systems are built on BULK mail and speed. This triggers most common spam filters and ISP blocking systems - so your campaign may end up in the email recipient's junk folder or may not be delivered at all.

And since, only one percent of recipients scour their junk folder, we have come up with this program to maximize your exposure. It is a little costlier than our regular rate, but it is guaranteed to increase inquiries exponentially. With our new prime delivery guarantee, you can expect up to five times more inquiries than what you would normally get!

Campaign (IP's were not on any spam black list)	Inbox	Bulk	Spam/ Missing
Prime Delivery (mostly text) campaign	58%	31%	11%
Prime Delivery (35% graphics)	52%	37%	11%
Regular fast delivery	16%	3%	81%

## Prepaid rates

	Global selling trade (149,000)	North America selling trade (55,000)	Complete eTN partner edition list (209,000)	PR agents & hotel executives (32,000)	German language list (23,000)	you custom your list
1 campaign	€ 1500.00	\$ 750.00	€ 2100.00	€ 600.00	€ 600.00	
4 campaigns	€ 4500.00	\$ 2250.00	€ 6300.00	€ 1800.00	€ 1800.00	
12 campaigns	€ 9000.00	\$ 4500.00	€ 12600.00	€ 3600.00	€ 3600.00	€0.01 per email
26 campaigns	€ 15750.00	\$ 7875.00	€ 22050.00	€ 6300.00	€ 6300.00	+€250.00 set up fee
52 campaigns	€ 23625.00	\$ 13781.00	€ 38587.00	€ 11025.00	€ 11025.00	

## Additional Options (Your own newsletter):

- Your own newsletters edition:
  - Sample Destination Newsletter : [Sri Lanka Tourism](#)
  - Romance Travel Weekly: [Destination Wedding and Honeymoon](#)
  - Sample e-magazine: [Hawaii Tourism](#)
  - IIPPT newsletter: [International Institute for Peace Through Tourism](#)

## *Clients*

- UNWTO (United Nations World Tourism Organization)
- WTTC (World Travel & Tourism Council)
- PATA (Pacific Asia Travel Organization)
- ETOA (European Tour Operator Organization)
- ASTA (American Society of Travel Agents)
- ATA (Africa Travel Association)
- WTM (World Travel Market)
- IIPT (International Institute for Peace Through Tourism)
- IMEX
- ITB (Messe Berlin)
- TTG Asia
- Reed Expo: World Travel Market, EIBTM, AIME
- GLOBE Travel Show Rome
- Adventure Expo
- SKAL
- Starwood Hotels & Resorts
- Tourism Authority of Thailand
- Brunei Tourism
- Hawaii Visitors and Convention Center
- Hong Kong Tourism Board
- Brunei Tourism
- Ministry of Culture & Tourism Indonesia
- Supreme Commission of Tourism Saudi Arabia
- Sri Lanka Tourism
- Commonwealth Tourism
- Kempinski Hotel
- Corinthia Hotels
- Emirates
- TTG
- American Shopping Center Association
- Amadeus
- OAG
- Tourcrafters
- Edelman PR
- Zimmermann PR
- The Bradford Group

## *TERMS AND CONDITIONS*

### **1. DEFINITIONS**

#### **Advertisement**

The advertisement, banner advertisement, press release or other paid for promotion bearing the Customer Branding which the Customer wishes to appear on the Web Site, or the Newswire bearing the Customer Branding which the Customer wishes eTurboNews to send by e-mail to Newswire Subscribers, as the case may be.

#### **Agreement**

The agreement between eTurboNews and the Customer on these terms and conditions, in addition to those appearing on eTurboNews's Media Kit, and any Special Conditions.

**Copy**

The style and form in which the Advertisement will appear on the Web Site or in a Newswire, as determined by this Agreement and any Special Conditions and as agreed from time to time between eTurboNews and the Customer.

**Customer**

The person named as such on the Order Confirmation Form and/or their advertising agency.

**Customer Branding**

The branding of the Customer which may appear in the Advertisement.

**Duration**

The period for which the Advertisement will appear on the Web Site or the time period for your campaigns.

**Order Confirmation**

The advertising order confirmation received from Customers by email, mail, fax and/or verbally, indicating advertising purchased and related price(s), placement date(s), etc., which are subject to these terms and conditions.

**Newswires & other Emails**

Emails sent by or on behalf of eTurboNews to Subscribers.

**Newswire Subscriber & Community Members**

A user of the Web Site who has registered with eTurboNews to receive Newswires and other emails.

**Price**

The price payable by the Customer, as set out on Rate Sheet and/or the Order/ Invoice Confirmation.

**Release Date**

The date on which a Newswire containing an Advertisement is due to be released, as agreed between the parties.

**eTurboNews**

eTurboNews, Inc, P.O.Box 208, Haleiwa, Hawaii 96712, USA

**Special Conditions**

Any conditions contained in the Order Confirmation Form.

**Special Instructions**

The details regarding the size and positioning of the Advertisement on the Web Site or Newswire and other terms set out on the Order Confirmation Form.

**Unacceptable**

In respect of any Advertisement, means that it is inaccurate, contravenes any law or code of practice relating to the content of advertisements generally, infringes the intellectual property rights of another, is abusive, immoral, defamatory or otherwise likely to offend users of the Web Site, the Newswire service or the Internet in general.

**Web Site**

The presence of eTurboNews or any of their subsidiaries on the world wide web identified in the Order Confirmation Form.

**2. AGREEMENT**

By submitting material for the Advertisement to eTurboNews and/or paying the Price, the Customer accepts these terms and authorises eTurboNews to publish the Advertisement on the Web Site or in a Newswire, as the case may be, once the Copy has been submitted to eTurboNews.

The advertiser and its agency, if there is one, each represents that it is fully authorized and/or licensed to publish the entire contents and subject matter contained in its advertisement including (1) the names, portraits and/or pictures living or dead; (2) any copyrighted material; trademarks, and/or depictions of trademarked goods or services; (3) any photographs, testimonials, or endorsements contained in any advertisement submitted to and published by the eTurboNews. In consideration of the eTurboNews's acceptance of such advertisement for publication, the agency and the advertiser will indemnify and save harmless the eTurboNews against all loss, liability, damage, and expenses of any nature (including reasonable attorneys fees) arising out of the copying, printing, or publishing of its advertisement and resulting from any proceedings, claims, or suits including, without limitation, for libel, violation of rights of privacy and of publicity, unfair competition, intentional or negligent infliction of emotional distress, and copyright and/or trademark infringement.

### **3. OBLIGATIONS OF THE CUSTOMER**

**3.1** To pay the Price on immediate receipt of an invoice from eTurboNews and in any event no later than the invoice due date or on which the Advertisement is to appear on the Web Site or in a Newswire, as the case may be. If the Customer does not pay the Price after Advertisements has begun to run, eTurboNews may remove the Advertisement from the Web Site or Newswire or all of these, at which time the full Price is due and payable as per Section 6.2 and 6.3.

**3.2** To indemnify eTurboNews against all losses, costs, claims, damages or other expenses that eTurboNews incurs as a result of breach by the Customer of any of these terms, or as a result of any third party claims which eTurboNews receives as a result of the Advertisements.

**3.3** To acknowledge that eTurboNews retains full editorial control over all Advertisements and that eTurboNews will own all copyright in the Advertisements, save that eTurboNews shall not own any Customer Branding, Trade Names and Trade Marks.

**3.4** To provide all materials for the Advertisement (including, without limitation, GIF and JPEG files) in accordance with the procedures and deadlines required by eTurboNews from time to time.

**3.5** Customer will carefully review advertising proof for any errors, prior to publication. Final approval must be received by eTurboNews from Customer before advertisement will be published, except for Media Release postings. If Customer sends advertisement to eTurboNews's advertising production department after closing date, Customer will not be provided with an opportunity to approve or revise advertisements and will have deemed to have approved advertising for publication. Under no circumstances can/will eTurboNews be responsible for errors, omission, appearance, etc. in advertisement approved by Customers.

### **4. OBLIGATIONS OF eTurboNews**

**4.1** To use reasonable endeavours to ensure that the Advertisement features on the Web Site for the Duration, or, in the case of Newswires, on the Release Date, and in each case in accordance with the Special Instructions.

**4.2** To use reasonable endeavours to ensure that the Web Site is accessible to users of the world wide web for a minimum of 140 hours each week.

**4.3** eTurboNews does not guarantee any levels of response to the Advertisement.

### **5. RIGHTS OF eTurboNews**

**5.1** The Customer warrants that the Advertisement is not Unacceptable. If eTurboNews at any time considers that the Advertisement is Unacceptable eTurboNews may remove the Advertisement from the Web Site or Newswire, as the case may be. In this case eTurboNews will not refund any part of the Price to the Customer.

**5.2** The Customer warrants that the Customer Branding will not infringe the intellectual property rights of

any third party.

**5.3** eTurboNews reserves the right to change the format of the Web Site and Newswire service as eTurboNews sees fit. If eTurboNews decides to discontinue the Web Site then it will refund to the Customer that proportion of the Price that is equivalent to the proportion of the Duration left to run at the date of discontinuation.

**5.4** eTurboNews reserves the right to terminate this contract with immediate effect by giving written notice of this to the Customer. If eTurboNews decides to terminate the contract then it will refund to the Customer that proportion of the Price that is equivalent to the proportion of the Duration left to run at the date of discontinuation.

## 6. CANCELLATIONS

**6.1** Cancellations received prior to the Advertisement or a series of Advertisements appearing on the Web Site or in a Newswire, but after ad Order Confirmation has been received, will be liable for an administrative fee equivalent to 25% of Price.

**6.2** No refund or credit will be given for cancellations received after an Advertisement has appeared or after a series of Advertisements has started to appear on the Web Site or in a Newswire and the Customer shall remain liable for the Price in such circumstances.

**6.3** All ad Order Confirmation orders are accepted subject to provisions of rates outline on media kit. Rates are subject to change upon notice from eTurboNews. Should a change in rates be made, space reserved may be canceled by the advertiser at the time the change becomes effective without incurring short-rate charges, provided the advertisements published to the date of cancellation are consistent with the appropriate frequency or volume rate. Cancellation of Order Confirmation for any other reason (in whole or in part by the advertiser) will result in an adjustment of the rate (short-rate) based on past and subsequent insertions to reflect actual space used at the rates outlined in media kit.

## 7. LIABILITY

**7.1** eTurboNews shall not be liable to the Customer for any indirect or consequential losses or damage suffered by the Customer including (without limitation) any loss of profits, contracts, revenue, goodwill, business, savings or opportunity irrespective of whether eTurboNews knew or ought to have known of the possibility of that loss.

**7.2** eTurboNews shall not be liable for any losses, damage or expenses (including, without limitation, any costs of finding replacement advertising space) suffered or incurred by the Customer as a result of the Web Site not being accessible to users of the world wide web for any period of time or as a result of any Newswire not having been received by any Newswire Subscriber.

**7.3** Nothing in these terms and conditions shall operate to limit the liability of either party for any death or personal injury caused by its negligence or that of its employees. In all other events the limit of eTurboNews's liability for any losses, expenses or damages incurred by the Customer in relation to this Agreement (whether in tort, contract or otherwise) shall be equal to the Price paid by the Customer to eTurboNews under this Agreement.

**7.4** eTurboNews shall not be liable for any delay in or non-performance of its obligations under this Agreement to the extent that such delay or non-performance is due to any cause beyond its reasonable control including but not limited to the acts, defaults or omissions of suppliers or sub-contractors, failure of any telecommunications or power network, war, undeclared hostilities, terrorism, industrial action and acts of God.

**7.5** eTurboNews will use reasonable efforts to comply with the Customer's requested start and end dates for publication or broadcast of their Advertisement but cannot warrant or guarantee that these dates or times will be met.

**7.6** The eTurboNews will not be liable under any circumstances for any costs or damages (including consequential damages) as a result of either the failure to print any advertisement or of the appearance of any errors in any advertisement as published. If any errors appear in the advertisement as published, the only remedy will be a make-good advertisement, only if Customer had not approved advertisement prior to publication (refer to item 3.5).

## **8. OTHER CONDITIONS**

**8.1** Any re-submission of the Advertisement by the Customer will be deemed to be a new Advertisement for which the Customer must repay the Price.

**8.2** If there is any conflict between these terms of advertising and the Special Conditions, the Special Conditions shall prevail.

**8.3** Even if the Customer is acting as an advertising agency or other representative, it enters into this Agreement in its own right as principal and not as an agent.

**8.4** The Customer shall not assign, transfer or resell its rights under this Agreement.

**8.5** Unless otherwise stated in any Special Conditions, the positioning of the Advertisement on the Web Site or in the Newswire, or broadcast time for email advertisement is to be determined by eTurboNews.

**8.6** eTurboNews shall have the right to hold Customer and/or its advertising agency jointly and severally liable for such monies as are due and payable to the eTurboNews for advertising which advertiser or its agency ordered and/or which advertising was published.

**8.7** No conditions other than those set forth in this rate card shall be binding on the eTurboNews unless specifically agreed to in writing by the eTurboNews. The eTurboNews will not be bound by conditions printed or appearing on order blanks or copy instructions submitted by or on behalf of the Customer when such conditions conflict with any provisions contained herein.

**8.8** Conditions are subject to change by the eTurboNews without notice.

**8.9** All advertisements must be clearly identifiable as such with a trademark or sig-nature of the advertiser. The word "Advertisement" or similar may be placed with copy which in the eTurboNews's opinion resembles editorial copy.

**8.10** Failure to make insertion orders correspond in price or otherwise with the rate schedule is regarded only as a clerical error and publication is made and charged for upon the terms of the schedule in force without further notice.

## **9. SUBMISSION OF ADVERTISEMENTS**

The Special Conditions refer to the methods by which the Customer can submit Advertisements to eTurboNews. These methods are as follows:-

**9.1** Submission by eTurboNews. This involves the Customer sending the Advertisements to eTurboNews so that eTurboNews can post the Advertisements onto the Web Site or, in the case of Advertisements to be published in a Newswire, send them by e-mail to Newswire Subscribers.

**9.2** Submission by Customer. This involves the Customer posting the Advertisements to the Web Site directly in accordance with procedures specified by eTurboNews. This method is available for the advertisement and for advertisements in the form of press releases on the Web Site.

## **10. GOVERNING LAW**

This Agreement shall be governed by US law and jurisdiction of the Honolulu County, Hawaii courts if Order Confirmation Form is concluded with eTurboNews, Inc, Haleiwa, Hawaii.

## U.S. Headquarter

- eTurboNews, Inc.  
P.O.Box 208  
Haleiwa, HI 96712-0208 USA
- Courier: eTurboNews, Inc.  
59-296 Alapio Rd  
Haleiwa, HI 96712
- Administration office: eTurboNews, Inc.  
1188 Bishop St, Suite # 1101  
Honolulu, HI 96813
- Phone contact: +1-808-521-2800 or Germany: +49-2102-1458 477  
UK:+44 20 3239 3300 Australia (+61) 2-8005 1444 Hong Kong, China: +852-8120-9450  
Fax: +1-808-356-0196  
e-mail : [sales@eturbonews.com](mailto:sales@eturbonews.com)
- SKYPE: thomassteinmetz

## German language edition

- eTurboNews Germany  
Michael Seipelt and Detlef Trzolek  
Prinzengracht 31  
D-52428 Juelich, Germany  
PH: +49-2102-1458-477 or +49-211-295111  
[sales@eturbonews.com](mailto:sales@eturbonews.com)

## eTurboNews Asia Thailand

- eTurboNews Thailand  
MAGNUS MEDIA CO., LTD.  
Lars Magnusson  
Chiang Mai, Thailand  
PH: +66-53-110629 mobile +66-86-9231941  
[lars-magnusson@eturbonews.com](mailto:lars-magnusson@eturbonews.com)