



## **Principles Governing Advertising Applying to Publications of the COPD Foundation**

These principles, developed jointly by COPDF's editorial and publishing staff, are applied by the COPD Foundation (COPDF or "publisher") to ensure adherence to ethical standards of advertising and to determine the eligibility of products and services for advertising in the COPDF's print and digital publications. As a matter of policy, the COPD Foundation periodically reviews its advertising principles with the view of keeping pace with changes that may occur in the industry and in the profession. This practice of continuous review and reevaluation is intended to ensure and improve the timeliness, relevance, and appropriateness of the advertising content of COPD Foundation publications.

The appearance of advertising in COPDF publications is neither a guarantee nor an endorsement by the COPDF or the COPDF publication of the advertised product or the claims made for the product in such advertising.

The fact that an advertisement for a product, service, or company has appeared in a COPDF publication shall not be referred to in collateral advertising by the advertiser. Advertisements must follow the COPD Foundation Guidelines and must not include unsubstantiated claims.

### **A. General Advertising Policies:**

1. All advertising is subject to the publisher's approval. The publisher reserves the right to reject advertisement which it feels is not in keeping with the publication's standards.
2. As a matter of policy, the COPDF will sell advertising space in its publications when the inclusion of advertising does not interfere with the mission or objectives of the COPDF or its publications and is compatible with our mission.
3. No COPDF or COPDF publication logo/masthead may appear on commercial websites as a logo or in any other form without prior written approval from the COPDF.
4. Complete scientific and technical data concerning a product's safety, operation, and usefulness may be required as a condition to an advertisement acceptance. This data may be either published or unpublished. Samples of equipment, devices, or instruments should not be submitted. The COPDF reserves the right to decline

- advertising for any product that is involved in litigation with a governmental agency with respect to claims made in the marketing of the product or for any other reason. Submission of material should not be construed to mean that the COPDF has reviewed such material or accepted the content or conclusions therein.
5. Advertiser and advertising agency agree to indemnify, defend, and save harmless the publisher from any and all liability or content (including text, illustrations, representatives, sketches, maps, trademarks, labels or other copyrighted matter) of advertisements printed, or the unauthorized use of any person's name or photograph arising from the publisher's reproduction and publishing of such advertisements pursuant to the advertiser's or agency's order. The publisher reserves the right to reject, discontinue or omit any advertising or any part thereof. This right shall not be deemed to have been waived by acceptance or actual use of any advertising matter. Acceptance of advertising for any product or service is subject to investigation of the product or service, and of the claims made for it in the advertisement submitted.
  6. Products or services eligible for advertising shall be germane to, effective in, and useful in a) the practice of a health care discipline, b) healthcare education, and/or c) health care or healthcare delivery, and shall be commercially available.
  7. Pharmaceutical products, medical devices and other products whose advertisements are subject to Food and Drug Administration (FDA) approval must comply with FDA regulations regarding advertising and promotion.
  8. Institutional advertising germane to health care practices and public service messages of interest to physicians may be considered eligible for appearance in COPDF publications.
  9. In addition to the above, products and services that are offered by responsible advertisers that are of interest to our readers and subscribers including, but not limited to products intended for preventive, diagnostic, or therapeutic purposes are also eligible for advertising.
  10. Alcoholic beverages, tobacco products, medical marijuana or electronic cigarettes may not be advertised.
  11. No conditions, printed or otherwise, appearing on the space order, billing instruction or copy instructions which conflict with the publisher's stated policies will be binding on the publisher.
  12. Failure to make the order 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.
  13. The advertisers' index is prepared under the regulations, policies, and style of the publisher as an extra service to the advertiser over and above the space order. The publisher, therefore, does not assume liability for errors in the index notwithstanding all normal precautions.
  14. The publisher assumes no liability for error or omissions by the advertiser.

## **B. Digital Advertising**

1. All online advertising (including e-mail advertisements) must be reviewed and approved by COPDF Editorial and Publishing staff. Such review will include the website landing page to which the advertisement links. To the best of the advertisers knowledge, all linked websites shall be free from viruses, malware or other harmful or malicious programs.
2. Digital advertising may be placed on COPDF publication websites on approved locations. All hyperlinks will clearly indicate that the person is leaving COPDF's site.
3. Digital advertisements must be readily distinguishable from editorial content and the word "Advertisement" must be displayed. Advertisements may link off-site to a commercial website.
4. Digital advertisements may only appear as static ads (jpg or png).
5. Websites shall not use COPDF publication websites content without written permission; shall not prevent the viewer from returning to COPDF publication websites or other previously viewed screens, and shall not redirect the viewer to a website the viewer did not intend to visit. All COPDF publications reserve the right to not link to or to remove links to other websites from its sites.
6. Articles will not include internal or external links to advertisements.
7. The word "Advertisement" will appear adjacent to the advertisement and the following statement will appear when a user "hovers" over the word "advertisement" "This is a paid advertising placement and the COPD Foundation does not endorse nor has it reviewed the advertised product." The landing page will also clearly state or direct the user to such sites privacy policies and terms of use.
8. The website URL to which the advertisement links must be provided to Editorial and Publishing staff for review and prior approval, and must contain the following elements:
  - a) Company sponsoring the website is clearly displayed
  - b) No registration of personal information is required before reaching the website
  - c) Privacy Policies and Terms of Use of the site shall all be clearly visible

## **C. Reprints and Requests for Permissions**

1. Requests for purchase of hard copy reprints will be reviewed on a case by case basis by the COPD Foundation publications staff. To inquire about reprint policies or pricing, please contact Delia Prieto, JCOPDF Production Editor at [dprieto@copdfoundation.org](mailto:dprieto@copdfoundation.org).
2. Requests for permission to republish a full article or a portion of an article published in a Foundation publication will be reviewed on a case by case basis. For permission requests, please contact Delia Prieto, JCOPDF Production Editor at [dprieto@copdfoundation.org](mailto:dprieto@copdfoundation.org)