



American Society of Anesthesiologists

Advertising Policy

Effective as of 3/4/2022

The American Society of Anesthesiologists (ASA) Advertising Policy applies to the placement of advertising in all ASA journals, publications, newsletters, enewsletters, podcasts, websites and other ASA resources (including but not limited to <https://www.asahq.org/>, <https://pubs.asahq.org/>, <https://pubs.asahq.org/anesthesiology>, <https://pubs.asahq.org/monitor>, and all sub-pages of ASA associated websites) (referred to throughout as "ASA Resource(s)").

The inclusion of advertising in an ASA Resource does not constitute a guarantee or endorsement by ASA, ASA's Editors, leadership, or staff, or by ASA's publishing partners of the products or services advertised or of any representations or claims made with respect to the products or services advertised.

ASA reserves the right to modify its advertising policies at any time.

Advertiser's Responsibilities

It is the responsibility of the advertiser to comply with the laws, rules and regulations applicable to the marketing and sales of its products. ASA's acceptance of an advertisement is not an indication that the advertisement is legally compliant. With submission of an advertisement for inclusion in an ASA Resource, the advertiser represents and warrants that the products or services advertised are compliant with all applicable laws, rules, and regulations in the country where the advertisements will be seen and the advertisement has been preapproved by any necessary third parties to the extent required, including but not limited to the Food and Drug Administration's Office of Prescription Drug Promotion (OPDP), prior to submission of the advertisement to ASA or the publisher.

The fact that an advertisement for a product, service or company has appeared in an ASA Resource shall not be referred to by any company or organization in its collateral advertising or promotions. Use of the ASA name, seal, and/or logo is prohibited in advertisements without ASA's prior written approval. Publication or posting of an advertisement in an ASA Resource shall not be construed or publicized as an endorsement or approval by ASA, nor may the advertiser promote that its advertising claims are approved or endorsed by ASA.

ASA's Approval of Advertising Materials

All advertisements submitted for publication and placement in or on ASA Resources, are subject to ASA's approval.

- All advertisements must be submitted for approval in accordance with the deadlines in the relevant advertising media kit or as shared by ASA or the publisher's sales representative. ASA reserves the right to decline any submitted advertisement or to discontinue publication of any advertisement previously accepted, including without limitation any advertisement that ASA determines, at its sole discretion, could adversely affect the good will or reputation of ASA or its affiliates. If a change is made to a previously approved advertisement, the new material is subject to review and approval. Advertisers are encouraged to submit materials as soon as possible to ensure appropriate review and, if necessary, sufficient time for revisions to materials.



- From time to time, ASA may, at its discretion, request changes to materials it deems inappropriate or that are inconsistent with ASA's mission or organizational practice.
- Submission of an ad for a pharmaceutical product assumes prior review and approval of the materials, claims, and design by the Food and Drug Administration's Office of Prescription Drug Promotion (OPDP) and advertisers must disclose to ASA if prior review did not occur.
- ASA may require an advertiser to furnish documentation evidencing approval by a relevant regulatory body, such as OPDP.
- Advertisers should cite references from scientific literature in footnotes, provided the reference is truthful and is a fair representation of the body of literature supporting the claim made. Complete scientific and technical data, whether published or unpublished, concerning the safety, operation, and usefulness of the product or service may be required.

General Advertising Guidelines

- Any product or service advertised in an ASA Resource should be germane to the practice of medicine, medical education, health care delivery, and applicable to the interests of the anesthesiology community demographic.
- Advertisements that are generally prohibited by ASA include those that:
 - promote products, meetings, and services that compete directly with those offered by ASA and its affiliates;
 - solicit membership by organizations other than ASA; or
 - solicit fundraising by organizations or individuals other than ASA.
- ASA reserves the right to decline advertising for any educational course, meeting, or related event if the advertised event falls 90 days before or after an event held by ASA. Advertising for educational courses that do not compete with an ASA educational meeting or course may be accepted at the discretion of ASA.
- Advertisements containing testimonials or those that quote the names, statements, or writings of any individual, public official, government agency, testing group or other organization must be accompanied by a written consent for use from the quoted individual or entity.
- Advertisements must be distinguishable from editorial content in ASA Resources. ASA reserves the right to insert the word "Advertisement" above or below any copy to avoid confusion. Artwork, format, and layout should be such as to avoid confusion with editorial content.
- Advertisements that conflict with or have the appearance of conflicting with ASA policy are prohibited.
- Advertising rates are subject to change without notice.



- Advertisers should ensure all claims of fact are fully supportable and should be meaningful in terms of performance or any other benefit. Advertisers should avoid the use of claims whose validity depends upon extremely fine interpretations of meaning. This does not exclude the use of normal qualifiers, such as footnotes, which may be necessary to render a claim true.
- ASA and its publishing partners assume no liability for errors or omissions in advertisements.

Advertising Materials

All advertising material must be provided in electronic format as outlined in the relevant advertising media kit and in accordance with the relevant ad space closing deadline. Please contact your sales representative for this information. Any insertions cancelled after the ad space closing deadline will incur the full cost of the insertion. In instances of cancellation after the ad space closing deadline, ASA and the publisher reserve the right to resell the ad space. The resale of unused ad space will not result in a refund of insertion costs.

Pending any changes to advertising materials requested by ASA, advertising materials must be submitted in final format. No changes or corrections to advertising materials will be made by ASA or the publisher. ASA and ASA's publishing partners will not be held responsible for incorrect ad sizes or incorrect copy in artwork that is submitted or picked up from a previous placement as directed by the advertiser or agency placing the ad. ASA assumes no responsibility to verify statements contained in an advertisement. ASA is not responsible for publication or posting of incorrect ad materials when instructions are not followed, or materials that are not received by the ad material deadline. ASA shall not be responsible for the final reproductive quality of any materials provided that do not meet the specifications of the ASA Resource as stated in the relevant media kit.

Advertising Opportunities

The types of advertising accepted by ASA may differ by publication, website, or product where the advertisement appears. Please consult the product media kit or contact your sales representative to discuss how to best utilize the ASA portfolio of advertising opportunities to promote your products and services.

Print Advertising: Generally, ASA's printed publications accept full and partial-page advertisements, inserts, tip-on covers, cover wraps and other formats. While premium positions may be offered (inside front cover, opposite table of contents, back cover, etc.), requests for advertising placements adjacent to specific content will not be considered. Other promotional opportunities may also be available, subject to ASA approval. Advertisers may consult the product media kit or consult the sales representative for specific offerings or to discuss alternative options to promote products and services via ASA's print publications.

Digital Advertising: Generally, digital advertising is available on ASA's e-newsletters, the publications' websites, podcasts and on selected pages of the ASA websites. Opportunities vary by product and may be dictated by the ad placement options distinct to the platform used. Generally, ASA's digital properties and e-newsletters offer banner ads, leaderboards, pop-ups, interstitials, as well as interactive/multi-media opportunities. Advertisers may consult the product media kits or consult the sales representative for specific offerings or to discuss alternative options to promote products and services via the ASA properties.



Advertising Disclaimer

The following disclaimer applies to all advertisements appearing in or on ASA Resources. ASA will endeavor to include this disclaimer where advertising may appear.

"Publication of an advertisement in an ASA publication or on an ASA website does not constitute endorsement or evaluation by ASA or by ASA's publishing partners of the product or service described therein or of any representations or claims made by the advertiser with respect to the product or service."

Limitations of Liability

The advertiser agrees to indemnify, defend, and hold harmless ASA, its officers, directors, agents, volunteers, employees and publishing partners ("Indemnified Parties") against any and all damages, costs, losses and expenses of any nature including court costs and legal fees, for which the Indemnified Parties may become liable by reason of its publication of the advertiser's advertisement including without limitation, claims or suits for libel, violation of right of privacy, copyright infringements, or plagiarism.

ASA is not responsible for ad placements near competing products unless an agreement has been made in writing between ASA and advertiser prior. ASA shall not be bound by any condition appearing on insertion orders or copy instructions submitted by or on behalf of the advertiser when such condition conflicts with any provision in the media kit or with ASA's policy.

Any material errors by ASA will be corrected where possible and the corrected advertisement will be published without additional charge. Such obligation shall constitute the sole liability of ASA and its publishing partners. ASA is not responsible for any damages of the advertiser, including but not limited to incidental or consequential damages, for errors in displaying an advertisement or for failure to publish an advertisement.

ASA reserves the right to hold the advertiser and/or its agency jointly and separately liable for such monies as are due and payable to ASA or the publisher.

Other Considerations

All matters and questions not specifically covered in the ASA Advertising Policy or on the relevant media kit are subject to the final decision of ASA.

Specific actions may be taken by the ASA for violation of any provision of these advertising guidelines. The action taken will be determined based on the circumstances of the violation, but in cases involving major violations, this may include legal action.

In the event an advertiser fails to make payment in accordance with an executed advertising order, ASA or its publisher may discontinue all advertising from the company or organization until payment is received in full. This suspension of advertising does not relieve the company or organization of its contractual obligations with ASA or the publisher. A completed and duly signed order with ASA or the publisher guarantees advertising rates for ads run during the stated period. By executing an order, advertisers or the agency submitting the ad attest that they have the right to contractually bind the company or organization being represented. In the event of default of payment or cancellation, both the agency and/or the company represented are held liable for the obligations of the advertising agreement.