

INTERACTIVE RULES

BPA Worldwide - December 2009

OBLIGATIONS

1.0 Eligibility

1.1

A web site applying for BPA services shall be a collection of related web pages, images, videos or other digital assets that are hosted on a web server and contain advertising.

2.0 Procedure

2.1

A website applying for BPA services shall complete an application and contract for such services.

2.2

On receipt of the application the corporation shall, as soon as possible, forward the BPA/Nielsen Online tagging code to the applicant, verify the code has been added to every web page, ensure the code is executing properly, and complete an initial audit.

3.0 DEFINITIONS

3.1 Content

Text or image information supplied to users via the Internet, including data transmitted via a web application upon user request. Content may contain advertisements or other forms of advertising messages.

3.2 Cookie

A small piece of information (i.e., program code) that is stored on a browser for the purpose of identifying that browser during audience activity and between visits or sessions.

3.3 Cookied Browser

A browser that has accepted and stored cookie information, which facilitates identification.

3.4 Description of Methodology

Media owners shall make available a Description of Methodology (DOM) document to users of the audience reach measurements, including a description of manual and automated filtration processes. The DOM shall describe the particular counting, calculating and reporting methods used for all reported metrics.

3.5 Filters

Filtration of audience activity to remove non-human activity is required. Filtration requires two steps: 1) Filtration based on specific identification of suspected non-human activity (exclusion of known robots and spiders), and 2) Activity-based filtration (an analysis of activity patterns to identify and remove non-human activity).

3.6 Internal Users

An identified browser attributable to or belonging to an employee of the measured website/organization. Internal user data is excluded from the reported counts.

3.7 Media Owner

An organization, entity or individual that supplies web content or search content and places advertising for consumption/viewing by users.

3.8 Page Duration

The average time spent viewing any page on a web site.

3.9 Page Impressions

A Page Impression is recorded each time a page implanted with the BPA/Nielsen Online SiteCensus JavaScript code (tag) is displayed in a browser window. This will occur whether the page is served directly from the web server, from a proxy, or from the browser's cache. Auto refresh activity –activity that results from auto refresh mechanisms is not activity that contributes to the determination of page impressions, page duration, user sessions or other measurements covered in these rules.

3.10 Unique Browsers

Each user visiting a site implanted with the BPA/Nielsen Online SiteCensus JavaScript code (tag) has a unique cookie id assigned to their browser to determine browser uniqueness.

If a browser does not accept cookies, User-Agent Strings and IP Addresses or other BPA approved methods may be used to identify unique browsers.

3.11 Unique User/Unique Visitor

An identified and unduplicated individual internet user who accesses internet content or advertising during a measurement period.

3.12 Unique Browser Frequency

Unique Browser Frequency represents the average number of times a Unique Browser visits a site during a reporting period. This is calculated by dividing the total number of User Sessions by the number of Unique Browsers.

3.13 User Sessions

When a user visits a site, views various pages (with no less than 30 minutes between pages) and then leaves the site, this is defined as a User Session. A pause which causes a period of inactivity of more than 30 minutes is considered to be the start of a new User Session.

3.14 User Session Duration

The average time visitors remain on a site per session.

4.0 Audit Procedure

4.1

The auditor shall verify all media owner web pages have the BPA/Nielsen Online SiteCensus JavaScript code (tag), the code is properly placed on each web page, and the code is properly executing.

4.2

The auditor shall conduct an annual system certification of the Nielsen Online SiteCensus system, or with each new version of the software if it changes more frequently than annually.

5.0 Administrative Matters and Publicity

5.1

All websites audited by BPA shall comply with the Bylaws and Rules of the Corporation.

5.2

Should it be necessary for the Corporation to take any action, whether internal or by litigation, to enforce any Bylaw or Rule, or to collect any monies due it, the website owner against whom such action is taken shall be responsible for and shall pay to the Corporation all costs and expenses incurred by the Corporation in connection with such action, including, by way of illustration and not limitation, the cost of auditor's and other staff time spent in connection with the enforcement procedure, postage, printing, supplies, reasonable attorney's fees, whether incurred in an internal enforcement procedure or in litigation in the courts or before an arbitration tribunal, and legal disbursements.

5.3

Should it be necessary for the Corporation to participate in a legal proceeding as a witness, the website owner for whom such action is taken shall be responsible for and shall pay to the Corporation all costs and expenses in connection with such action. This includes, by way of illustration and not limitation, the cost of auditor's and other staff time charged at a rate established by the Board of Directors, postage, reproduction, supplies, and reasonable attorney's fees. This is applicable whether incurred to respond to a subpoena, or appear for deposition, litigation in the courts, an arbitration tribunal, or any other legal proceeding.

5.4 Employment of BPA Worldwide Personnel

Should any website owner, or vendor to a website providing information for the website's audit, employ BPA personnel, the Corporation shall conduct a review of the audit at the cost of the corporation. If such review presents issues requiring a re-audit, one shall be conducted. If the re-audit results in adjustments to the previously audited web site activity data, the website owner, or associate website owner, involved shall pay to the Corporation all costs and expenses in connection with conducting such re-audit.

5.5

The Corporation has rights in the Corporation's name, trademarks and figures appearing in the website reports, the BPA Worldwide website, and the BPA Worldwide channel of the Nielsen Online website (hereinafter referred to as "The Corporation's rights").

The Corporation owns the copyright in all reports published/posted by the Corporation including audited Website Activity data. By executing the application and contract, each website owner thereby assigns and transfers to the Corporation any right, title or interest, whether in copyright or otherwise, that such website owner may have now or in the future in any data or information provided to the Corporation.

The proper and widest possible use of the Corporation's rights is highly desirable. The use of the Corporation's rights implies that the Corporation has approved or authorized their use in the form as used. Website owners should contact the Corporation if they wish to use the Corporation's rights in a manner other than as set out in these Rules and Regulations.

As every BPA audited website owner has an interest in protecting the Corporation's rights, the Corporation has set out the following guidelines relating to the use of the Corporation's rights. Although they are not designed or intended to restrict legitimate and proper use, they are set down to protect the integrity and reliability of the Corporation.

5.6

Rights in the logos or trademarks are owned only by the Corporation and the right to use the logos or trademarks is a privilege. The use by a website owner of a logo or trademark carries the implication that the Corporation has approved the advertising or document in which the trademark appears.

Unauthorized or improper use of the logos or trademarks may be harmful to the Corporation, and may result in the loss of the right of the Corporation to the use of the logos or trademarks. A website owner shall make clear that the use of the logos or trademarks by the website owner is only as a BPA audited website and there shall be no suggestion or implication that the website owns any rights in the logos or trademark.

5.7

The provision of the Bylaws and Rules relating to publicity shall apply equally to applicants.

5.8

Any BPA audited website in good standing may publicize the fact that it is a BPA audited website. It may use the BPA Worldwide logo on brand specific letterheads, advertising material, mastheads, or in any other place where:

The phrase "Audited website of BPA Worldwide" might also be used.

The BPA audited website owner would be entitled to use the BPA Worldwide logo.

The use of the BPA Worldwide logo is not detrimental to the Corporation.

A BPA audited website owner that has indicated in writing to BPA Worldwide an intention to terminate their service, or has been terminated for violation of Section 10 of the bylaws, must immediately cease and desist use of the BPA Worldwide name and/or logo and remove the BPA/Nielsen Online code from every web page, such that data is no longer being collected by BPA/Nielsen Online. Failure to remove the code from each page will result in additional audit charges.

5.9

Any printed or electronic document, advertisement, promotion material, or communication (including communications and documents designed for intra- or inter-office use) which is published or distributed in any manner outside of a website owner's staff (including information disseminated via email or the Internet/World Wide Web) is subject to the provisions of the Bylaws and Rules regarding publicity as of the time of its printing or electronic distribution.

5.10

Any document, advertisement, promotional material or written/electronic communications that is accurate at the time of printing or electronic distribution shall not be considered in violation retroactively due to release of subsequent changes in data. However, if such changes take place due to subsequent data being available, it is the responsibility of a website owner to ensure that all new materials take into account such changes. The means by which these changes are noted are the option of the website owner.

5.11

For website activity data, the maximum time any document, advertisement, promotional material or written communication shall be considered in compliance is 6 months from the time of issuance.

The maximum time an electronic communication shall be considered in compliance is 6 months. When changes occur subsequent to issuance of new data, an electronic promotion shall be updated immediately, but within no more than 30 days.

5.12

A website owner shall not make any false, fraudulent or misleading statements as to any aspect of website activity. If questions arise concerning whether a document, advertisement, promotional material or written/electronic communication is misleading, a determination shall be made by the BPA Worldwide President or designated agent, based on all available information.

A website owner shall not attribute BPA Worldwide authority, stated or implied, to ancillary products, unless such products are traceable to BPA Worldwide audited media

5.13

Nothing contained in these rules shall relieve a website owner from responsibility for the accuracy of material published or electronically disseminated, and its compliance with the rules.

5.14

Website owners under suspension of service may publish claims of BPA audit service only if, in connection with each such claim, the words "under suspension of service" are added. Also, any data posted on BPA Worldwide or the Nielsen Online website may not be included in any promotional material while the website owner is under suspension of service.

5.15

Promotions and comparisons may not promote or report only percentages of website activity. The total website activity count shall always be disclosed when reporting percentages, either as a total or for each individual number claimed.

5.16

An applicant may publicize the fact that they have applied, provided the announcement has first been submitted to and approved by the President. Such promotion is at the media owner's option. If an applicant chooses to publicize its applicant status, the only language permitted is as follows:

"BPA Worldwide Audited Web Measurement Applied For (insert month and year BPA Worldwide accepted application)"

Applicants for BPA Worldwide website activity audit have up to 12 months to complete their initial audit. Initial audits are considered complete once traffic data is made public. Traffic data must be made public within 90 days of the site being tagged.

5.17

If an applicant chooses to promote its applicant status, all website activity claims shall be clearly identified as "Website owner's Own Data." No reference may be made to the pending initial audit, even if it has been scheduled or is underway at the time the promotion is released.

5.18

An applicant may not compare its unaudited website activity figures with competitors' BPA audited data.

5.19

Applicants may not use the BPA Worldwide logo until they have successfully completed their initial audit.

5.20

A previous BPA audited website owner whose service in BPA Worldwide has been terminated for violation of Section B10.0 of the Bylaws and who reapplies for service may not publicize the fact that they have reapplied, and shall complete their initial audit within 90 days of the reapplication date.

5.21

An applicant whose application has been rejected by the Corporation in accordance with Section 2.8 of the Bylaws and who reapplies within one year of date of rejection, may not publicize the fact that they have reapplied and shall complete their initial audit within 90 days of the reapplication date.

If an applicant reapplies after the one-year anniversary of a rejected application, the applicant shall use the term "re-applied mm/yy," and will have 90 days to complete their initial audit.

If an applicant reapplies three years after an application rejection date, no reference to reapplication is required.

5.22

Any website owner may reprint, fax and/or publish verbatim data from any website activity figures released by the Corporation.

5.23

The period of the website activity from which the data is quoted shall be stated.

5.24

A website owner may not "overprint" promotional material on any web site activity reports.

5.25

Only BPA audited web site activity can be compared. Non-BPA audited web site activity shall not be compared with BPA audited web activity. See rule 5.29.

When comparisons of web site activity are made, only data for the same time period may serve as the basis for comparison. Website activity comparisons shall be based on the same dates and/or date ranges. A website owner may extend the comparison back in time, if comparable figures exist for all BPA audited website owners.

5.26

A comparison shall be construed to include a comparative or absolute claim against unnamed competitors, e.g., "more than any other brand" or "most of any website serving the market."

5.27

A website owner may claim or imply BPA Worldwide authority only for the actual figures, classifications, breakouts, or statements as they appear in BPA website activity reports.

5.28

In any promotional piece, even when not using the BPA Worldwide logo but reporting recognizable language and/or data traceable to a BPA Worldwide website activity report, it can be implied or inferred that such language or data is BPA Worldwide audited.

5.29

A BPA audited web site may use and promote unaudited figures if clearly noted as "Website owner's own data". This includes proprietary but independent market research regarding usage and information gathered by a website owner but not audited by BPA Worldwide. Such data shall have a factual basis and shall be available to BPA Worldwide on request. Such data may augment, but shall not supersede or negate audited data. If such data is used in the same promotion and intermingled with audited data, such differences shall be clearly distinguished and discernible.

5.30

Unless otherwise noted as "Website owner's own data" or the equivalent thereof, all website activity data is presumed to be traceable to and supported by a website owner's most recent BPA Worldwide website activity report, irrespective of whether BPA Worldwide is mentioned by name as the source, or whether the BPA Worldwide logo is displayed.

5.31

Absent any indication as to "Website owner's own data," or any source other than BPA Worldwide, any website activity claim that is not supported by a BPA website activity report shall be considered in violation of these rules.

5.32

At all times, BPA Worldwide authority shall neither be claimed nor implied for any unaudited figures, data or statements.

5.33

A website owner shall not reproduce entire BPA Worldwide website activity reports or simulate the format and/or typeface used in BPA Worldwide website activity reports without permission of the BPA Worldwide President.

Electronic distribution, (including faxing, and email, posting to the Web,) of entire BPA Worldwide reports is permissible. Media kits incorporating an entire report are also permissible.

5.34

A website owner shall not reproduce correspondence with or literature of the Corporation, or excerpts there from, unless specific written permission to do so is obtained from the President. This includes correspondence between BPA Worldwide and the parties to a formal complaint.

5.35

All formal publicity complaints are considered confidential between the parties involved and BPA Worldwide, unless and until such complaints are resolved in a manner that calls for public notice either by BPA Worldwide or the complainee. BPA audited website owners are enjoined not to reproduce any correspondence pertaining to a formal complaint without prior written permission of BPA Worldwide. It is the responsibility of a website owner to ensure that their staff does not publicize a complaint beyond the scope allowed by these rules.

5.36

To initiate a complaint, a complainant shall:

Submit to the President a written statement of the facts upon which the complaint is based and the Section of the Bylaws and Rules claimed to have been violated. A complaint shall only be lodged concerning a promotion distributed within the 6 months preceding the date of the complaint.

This statement shall be limited to the actual facts and shall include copies of all documents upon which the complainant relies including copies of reports when pertinent.

The complaint shall be accompanied by a non-refundable filing fee of \$230.00 to help cover BPA Worldwide's processing costs. No complaint shall be considered or acted upon unless the fee is paid in advance.

An appeal from the President's decision provided for in Section 9.2.3.3 of the Bylaws shall be accompanied by a filing fee of \$865.00 to cover the additional costs of preparing the file for review by the Publicity Policies Subcommittee of the Board of Directors. No appeal shall be considered or acted upon unless the fee is paid in advance.

5.37

Upon receipt of a complaint, the President shall deliver or send to the complainee a copy of the complaint and of all the documents upon which the complaint is based.

5.38

To answer a complaint, the complaineo shall submit to the President, within five business days of the receipt of the complaint, a statement of the facts upon which they rely to rebut or to mitigate the complaint. The answering statement shall be limited to the actual facts and shall include copies of all documents upon which the complaineo relies, including copies of reports when pertinent.

5.39

Upon receipt of the answering statement, the President shall deliver or send to the complaineo a copy of the complaint and of all the documents upon which the complaint is based.

5.40

Investigation and action on publicity violation complaints shall be accomplished expeditiously and in accordance with provisions of the Bylaws.

5.41

Violation of any provision of the Bylaws, or of the Rules pertaining to publicity may be brought to the attention of the entire membership and BPA audited website owners. To cover the cost to BPA Worldwide of processing and administering the complaint, and distribution of the correction bulletin, a website owner found to be in violation of the publicity rules shall reimburse BPA Worldwide for its expenses.

5.42

In lieu of the correction bulletin, the President may authorize the issuance (at the website owner's expense) of a communication by the website owner containing the substantive comments which would be included in a correction bulletin issued by BPA Worldwide. The text of the communication shall be approved by the President and may not contain any statements deemed promotional. It shall be distributed by BPA Worldwide to the website owner's entire promotion list, and/or to the recipients of the offending document, and/or to the entire BPA Worldwide membership and BPA audited website owners.

5.43

Complainants have the option of having BPA reissue a complaineo's communication of correction and distribute the communication to the complainant's advertiser/agency list. This shall be at the expense of the complainant. The reissue will carry an imprint informing recipients that the notice has been reissued at the request of the complainant.

5.44

When violations of a serious nature are found within promotional materials, wide distribution will be assumed unless the website owner can provide to BPA Worldwide, evidence to the contrary. When proper evidence cannot be provided, BPA Worldwide will require distribution of a communication of correction from the website owner to the website owner's entire advertiser and advertising agency sales and promotion list.

5.45

If a website owner claims a promotion found to be in violation had limited distribution, but evidence later proves wider distribution in fact existed, a communication of correction shall be distributed by the website owner to the website owner's entire advertiser/agency promotion list. BPA Worldwide may, if instructed by the President, distribute a notice of violation to the BPA Worldwide membership and website owners.

5.46

If an advertisement on behalf of a website owner is found to be in violation of these rules and warranting public correction, the appropriate remedy shall be a correction in the medium as the original ad. Insertion orders of the corrected advertisement shall be placed within 30 days of the staff decision.

5.47

If a promotion by a website owner on the Internet or a World Wide Web site is found to be in violation, the appropriate remedy shall be a correction on the Internet or same Web site for the greater of a period of thirty days or the same time period as the promotion was available.

5.48

BPA Worldwide shall post all violations of Section 5.0 of these rules on its Web site bpaww.com for a period of one month following the deadline for appeal, or resolution by the Publicity Policies Subcommittee or Board of Directors. There shall be no further distribution of a downloaded and printed version of this notice without permission of BPA Worldwide.

5.49

Any bulletin regarding publicity violations released by the Corporation may be reissued by the Corporation at the request of any website owner who shall be billed the charges incurred for the reissue. Reissues shall have a special imprint at the top of the notice to identify the website owner distributing it. The imprint shall read as follows:

"This exact copy of an original Notice to Correct the Record which has been sent to the entire BPA Worldwide membership and BPA audited website owners is now being distributed by"

5.50

Any website owner may distribute the reissue described in Section 5.49 subject to the following conditions:

No covering communication or printed material may accompany the Notice to Correct the Record when distributed.

No comment about the Notice shall be made by the website owner in any communication that may be distributed separately from the Notice.

The reissue may not be distributed by any website owner after thirty days of the date of its issuance by BPA Worldwide.