



**Advertising Policy**  
**of American Society of Clinical Oncology**  
(August 15, 2022)

**Principles Governing Advertising in Publications of the American Society of Clinical Oncology**

These principles are applied by American Society of Clinical Oncology, Inc. (Society) and its affiliates (collectively, “ASCO”) to adhere to ethical standards of advertising and to assure the independence of ASCO-produced and ASCO-coproduced content. These principles may also be applied to ASCO licensed content when so specified in the applicable license.

ASCO is a nonprofit publisher of scientific and educational works in the field of oncology as well as an ACCME-accredited educational event provider. As a matter of policy, ASCO will sell or permit the sale of advertising space in its Publications<sup>1</sup>, on its In-Person Meeting Collateral, and on approved Out-of-Home Spaces, (collectively “ASCO Materials”) when the inclusion of advertising does not interfere with the mission or objectives of ASCO, its Publications, or its Meetings (defined as Meetings held by ASCO with registered attendees).

To maintain the integrity of ASCO Materials, advertising interests (i.e., advertising representatives, Companies<sup>2</sup>, or other advertisers) cannot influence editorial decisions, editorial content, or Meeting content. Decisions to sell advertising space are made independently of and without reference to specific editorial or Meeting content. ASCO’s advertising sales representatives have no prior knowledge of specific editorial or Meeting content before it is published, or the Meeting is held. Planned placement of print advertising adjacent to (i.e., next to or within) editorial or Meeting content concerning the same Company, product, or therapy as that being advertised is prohibited. Digital advertisements that appear on a given page of a Publication or Meeting website, app, email, or other electronic platform may be related to the general, high-level category or subject of the editorial or Meeting content (e.g., disease state or meeting track). However, such digital advertisements may not be placed adjacent to editorial or Meeting content concerning the same Company, product, or therapy as that being advertised *unless* such juxtaposition is random within the general, high-level categories designated.

The ideas and opinions expressed in the ASCO Materials do not necessarily reflect those of ASCO. The mention of any company, product, service, or therapy in ASCO Materials or in any advertisement in ASCO Materials should not be construed as an endorsement by ASCO of the company, product, service, or therapy mentioned. It is the responsibility of the treating physician or other health care provider, relying on independent experience and knowledge of the patient, to determine drug dosages and the best treatment for the patient. Readers and Meeting attendees are advised to check the appropriate medical literature and the product information currently provided by the manufacturer of each drug to be administered to verify approved uses; the dosage, method, and duration of administration; or contraindications. Readers and Meeting attendees are also encouraged to contact the manufacturer with

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<sup>1</sup> ASCO-produced, ASCO-coproduced, certain ASCO-licensed print and digital publications, including ASCO websites and emails as available from time to time.

<sup>2</sup> As defined in the Council of Medical Specialty Society’s *Code for Interactions with Companies*, as revised (March 2011).

questions about the features or limitations of any products. ASCO assumes no responsibility for any injury or damage to persons or property arising out of or related to any use of the material contained in ASCO Materials or to any errors or omissions.

By submitting advertisements for consideration, all advertisers agree to these Principles Governing Advertising in ASCO Materials, and all Rate Card provisions, as amended from time to time.

#### **A. ASCO's Role and General Eligibility Requirements for Advertising**

1. **ASCO's Discretion to Accept or Decline Advertising:** ASCO, in its sole discretion, reserves the right to accept or reject any submitted advertisement or to discontinue use of any previously accepted advertisement.
2. **Print and Digital Advertising:** Print and digital advertising opportunities are available, updated regularly and set forth in ASCO's Media Kits. [Media Kits](#) will change regularly at ASCO's discretion. As of the date of the approval of this Policy, the ASCO print publications and digital publications that may accept advertisements are listed below; however, these opportunities may be changed from time to time, subject to the approvals set forth in Section A(3), and the definitive listing of ASCO's current print and digital advertising opportunities will be as set forth in ASCO's Media Kits.
  - a. **ASCO Print Publications that Accept Ads:** *Journal of Clinical Oncology (JCO)*; *JCO Oncology Practice (JCO OP)*; "Best of" print editions of *JCO*, *JCO OP*, *JCO Global Oncology (JCO GO)*, *JCO Clinical Cancer Informatics (JCO CCI)*, and *JCO Precision Oncology (JCO PO)*; *ASCO Connection* magazine and special editions; *ASCO Daily News* print editions; Meeting Programs; the Exhibit Hall Map; ASCO Career Fair Guide; and the Annual Meeting Exhibitor Directory accept display ads. Please check the Media Kit for any updates.
  - b. **ASCO Digital Publications that Accept Ads:** ASCOPubs.org website, which includes *JCO*, *JCO OP*, *JCO GO*, *JCO CCI*, *JCO PO*, journal branded collection pages, *ASCO Educational Book*, and *ASCO Daily News*; all journal eAlerts, journal branded resource centers or specialty collection pages, *Oncology ASCO Career Center*, the *ASCO Connection* website, *ASCO Connection* eNewsletters, *ASCO Daily News* eNewsletters, *ASCO Educational Book* eNewsletters, ASCO Meeting websites (whether hosted by ASCO or by contracted parties), virtual equivalents of Print Publications that Accept Ads as set forth above (e.g., virtual door drop programs or e-digests that may be made available from time to time), and e-mail alerts, as well as the, ASCO podcasts, and the ASCO podcast website accept digital ads. Please check the Media Kit for any updates.
  - c. **In-Person Meeting Collateral and Out-of-Home Spaces:** From time to time, ASCO may offer advertising opportunities for in-person meeting collateral, such as hotel key card sleeves, door drops, coffee cups and napkins, hand sanitizing stations, etc. Similarly, ASCO may offer out-of-home space advertising opportunities, such as billboards and wallscapes, airport message boards, news racks, transit shelters, street kiosks, etc. Please check the Media Kit for a listing of current opportunities.
3. **Approvals for New Types of Advertising:** Adding an advertising opportunity in an ASCO print or digital publication that didn't previously offer advertising opportunities requires approval of the relevant ASCO Board(s) of Directors. Adding a new type of in-person meeting collateral or out-of-home space advertising that is not similar to a type of in-person meeting collateral or out-of-home advertising space that has previously been offered by ASCO will also require approval of the relevant ASCO Board(s) of Directors.
4. **Classified Ads:** *JCO* accepts classified ads, which are published in the print *JCO* classifieds section and displayed on the online *ASCO Career Center* website and the *ASCO Career Center* mobile application. Both line and display advertisements are available in the print *JCO* classifieds section.

5. **Changes to Policy:** ASCO may change this Advertising Policy at any time, but an advertisement for which the closing date occurs before the effective date of the policy change will not be subject to the new policy.

## **B. Eligible and Ineligible Advertisement Subject Matter**

1. **Health Care Products or Services Referenced in Advertising:** Products or services eligible for advertising shall be commercially available for, germane to, effective in, and useful in (a) the practice of medicine, (b) medical education, (c) practice management, or (d) health care delivery. Institutional advertising germane to the practice of medicine and public service messages of interest to physicians may be considered eligible for appearance in ASCO Publications.
2. **Non-Health Care Advertising:** In addition to health care products and services as described in No. 1 immediately above, other products and services that are offered by responsible advertisers and that are of interest to physicians and other health professionals are also eligible for advertising.
3. **Equipment, Instruments, and Devices:** ASCO determines on a case-by-case basis the eligibility of advertising for equipment, instruments, and devices intended for preventive, diagnostic, or therapeutic purposes. Complete scientific and technical data concerning the product's safety, operation, and usefulness may be required. This data may be either published or unpublished. Samples of equipment, instruments, or devices should not be submitted.
4. **Books:** ASCO may request a copy of the book for review to determine its eligibility to be advertised.
5. **CE Programs:** Advertisements for Continuing Education (CE) programs will be considered if the CE provider is accredited by a national accreditor such as the Accreditation Council for Continuing Medical Education (ACCME). A disclaimer must be included in the advertisement stating that ASCO does not endorse the CE programs.
6. **Calls for Patients to Participate in Clinical Trials or Clinical-Trial Matching Services:** Advertisements containing such calls will be considered for eligibility if the trial is conducted by a party recognized by ASCO as a clinical research institution and the advertisement states the location of the clinical trial's registration or provides a URL to the full clinical trial information. All clinical trials must be registered with a repository approved by the [World Health Organization](#). Acceptance of an advertisement does not indicate approval of the call for patients; the advertiser is responsible for securing any necessary institutional review board approval.
7. **Exhibit Booth Drivers:** Advertisements conveying a Company's exhibit booth location at Meetings will be considered for eligibility if the advertisements do not include references to specific Meeting content (e.g., abstracts, posters, sessions, etc.).
8. **Classified Advertising:** The primary purpose of ASCO's classified advertising is to provide information related to physician placement opportunities (such as "help wanted" ads). *JCO* also will accept placement in the classifieds section ads for residency positions, fellowship programs, grants, computer software, professional meetings, and physician services such as billing and recruitment.
9. **Miscellaneous Products and Services:** Products or services that do not fall under the above classifications may be eligible for advertising if they satisfy the general principles governing eligibility for advertising in ASCO Materials and are not inconsistent with ASCO's mission.
10. **Ineligible Advertising Subject Matter:** Alcoholic beverages, tobacco products, and investment opportunities may not be advertised. Advertisements primarily directed at patients or consumers are not eligible for inclusion in ASCO advertising opportunities. Advertisements for dietary supplements and vitamin preparations are not eligible unless the U.S. Food and Drug Administration (FDA) has approved the claim(s) as to the safety and efficacy of the product for a disease state. Illegal products, services, or therapies may not be advertised.
11. **Contact:** Advertisers, media buyers, and others with specific questions about advertising acceptability should contact ASCO's advertising sales [agents](#).

### C. Content of Advertisements

1. **FDA and Other Regulatory Requirements:** All advertisements for pharmaceuticals, drugs, devices, and other regulated products must meet all applicable legal requirements, including regulations of the FDA regarding advertisement and promotion. FDA regulations contain exacting legal controls over the claims that drug advertisers may make for their products and may require advertisements to identify contraindications, side effects, etc. Adherence to FDA and other legal requirements concerning the content of drug or other product advertising is the manufacturer's responsibility. ASCO's acceptance of an advertisement is not an indication that the advertisement is legally compliant. ASCO may require an advertiser to furnish a certification of legal compliance. ASCO Materials will allow pharmaceutical manufacturers to run "corporate" or "teaser" ads prior to a product's official FDA approval. Such advertisements may not mention specific product names.
2. **Advertising Message:** An advertisement is the advertiser's message and should not be considered a reader's sole source of information regarding a product, service, or therapy. All promotional claims must have complete citations of information to allow readers to critically evaluate the documentation.
3. **Statistical or Research Claims:** Claims that include statistical statements or clinical studies must be based on studies by qualified individuals and documented by specific references to content published in recognized scientific journals. Articles accepted for publication but not yet published may also be cited, but the name and issue date of the publishing journal must be furnished. Statements based on material approved by the FDA for the package insert are acceptable. Documentation based on scientific exhibits or personal communications are not acceptable.
4. **Advertiser and Product Identified:** The advertisement should identify the advertiser of the product, service, or therapy offered. In the case of pharmaceutical advertisements, the full scientific (generic) name of each active ingredient must appear. The only exceptions to this requirement are the "confidential reply box" option made available to classified advertisers of physician placement opportunities and the "corporate" or "teaser" type of advertisement mentioned in No. 1 immediately above, which may not state the name of a specific product until it receives FDA approval but must provide the name of the advertising company.
5. **Price Comparisons or Insurance Coverage:** All price-comparison or insurance coverage advertising must meet additional guidelines not included in these policies. If your advertisement includes either of these items, please reach out to [advertising@asco.org](mailto:advertising@asco.org) for additional information.
6. **Free Items and Contests:** Advertisements may not include offers for free merchandise or contests. Offers for discounts or coupons will be reviewed on a case-by-case basis.
7. **Use of Trademarks, Service Marks, Logos, and ASCO Names:** The use of a name, logo, trademark, or service mark of ASCO, except in reference citations, is not permitted without the express, written permission of ASCO, and the mere execution of an advertising agreement does not constitute written permission. Any reference to ASCO or its products or services in advertisements, promotional material, or merchandising by the advertiser or the agency is subject to ASCO's prior written approval in each instance.
  - a. **Meeting Exhibitors Advertising Concerning the Meeting:** Notwithstanding the general prohibition of this Section C(7), Exhibitors at a Meeting that are advertising related to, and directly concerning, that Meeting are permitted to use certain ASCO trademarks, service marks, logos, or ASCO names only as detailed below. All names, trademarks, service marks, brands, logos, designs, trade dress, slogans, and other designations of the ASCO entities, and all of their related products and services are the sole and exclusive property of ASCO. Use of any ASCO trademark without ASCO's prior written permission is strictly prohibited. Any advertising under this Section C(7)(A)

must be approved by ASCO, for quality control, content, and consistency, in accordance with ASCO's Exhibitor Policy.

- (1)The name of an ASCO Meeting may be mentioned one (1) time only in each advertisement for identification purposes and should be referred to as "20xx ASCO® Annual Meeting", "20xx [insert name of Symposium]" or any other official name for an individual meeting as decided by ASCO, except that, in accordance with the Exhibitor Policy, out-of-home advertising (i.e. billboards and airport signage) cannot mention ASCO, the name, dates, or venue of the ASCO meeting.
- (2)Any exhibitor use of "ASCO 20xx" is subject to additional guidelines and must be specifically approved by ASCO, for each instance. Use of ASCO-related logos are prohibited unless part of "Exhibiting At" graphics provided to Exhibitors by ASCO in the Exhibitor Resource Center.
- (3)The ASCO entity names may not be part of a title or heading on any advertisement, may not be prominently featured or listed first in any advertisement, or used in a way that suggests or implies the endorsement or sponsorship of an ASCO entity in any way.
- (4)ASCO Trademarks, including the mark "ASCO", may only be used in web URLs and links as slugs or subdirectories in this format - [www.companyname.com/ascoXX](http://www.companyname.com/ascoXX)
- (5)Use of ASCO in hashtags or other social media functions other than the official meeting hashtag may not be used in a way that violates this Policy or otherwise detracts from the scientific nature of the applicable Meeting.

b. **All Other Advertising:** The same general prohibition of Section C(7) shall apply to all Advertising that is not directly concerning a Meeting and no use of a name, logo, trademark, or service mark of an ASCO entity, except in reference citations, is permitted without the express, written permission of ASCO.

8. **Unacceptable Ads:** This class of advertisements includes those that contain unfair comparisons or unwarranted disparagement of a competitor's products or services; deceptive or misleading claims; offensive language or art; attacks or derogations of a personal, racial, sexual, or religious nature; or are demeaning or discriminatory toward an individual or group on the basis of age, sex, race, ethnicity, religion, sexual orientation, physical appearance, disability, or other protected class.
9. **Advertorials:** Advertorials are not accepted for ASCO Materials.

#### D. Additional Guidelines for Print Advertisements

1. **Ad Placement:** Advertisements will not be placed adjacent to any editorial matter that discusses the product being advertised, nor adjacent to any article reporting research on the advertised product. Commercial advertisements in *JCO* and *JCO Oncology Practice* are welled at the front and back of issues. Advertisements are interspersed in *ASCO Daily News* editions and *ASCO Connection* issues. Premium positions are available at extra cost to the advertiser.
2. **Separate from Editorial Content:** Layout, artwork, and format of advertisements shall be such as to be readily distinguishable from editorial content and to avoid any confusion with the editorial content of the ASCO Materials. The label "Paid Advertisement" may be required.
3. **Competitive Products:** ASCO makes every effort to separate ads for competing products but shall have no liability if ads for competing products run near or adjacent to each other.
4. **Special Features:** Special features such as bellybands and tip-on covers are allowed, subject to ASCO approval and compliance with this Advertising Policy.
5. **Meetings Related Advertisements:** Printed advertisements and other marketing or promotional collateral by exhibitors at ASCO Meetings must comply with [Policy for Exhibitors and Other Organizations at ASCO Meetings](#).



6. **Inquiries:** Advertisers, media buyers, and others with specific questions about advertising placement should contact ASCO's advertising sales agents.

#### E. Additional Guidelines for Digital Advertising

1. **Ad Types:** Digital advertisements on websites (see Section A(2)) may appear as fixed banners or as rotating advertisements. Multimedia digital advertisements may be placed at the beginning of multimedia content produced by ASCO. Email alerts related to ASCO Publications or Meetings may have text or HTML advertisements embedded in the email.
2. **Ad Placement:** Advertisements that appear on a given page of a website, app, email, or other electronic platform may be related to the general, high-level category or subject of the editorial content (e.g., disease state or meeting track). However, such digital advertisements may not be placed adjacent to editorial content concerning the same Company, product, or therapy as that being advertised *unless* such juxtaposition is random within the general, high-level categories designated. The label "Paid Advertisement" may be required.
3. **Confidentiality:** ASCO does not release personally identifiable data on the users of its websites, mobile applications, or email service to advertisers. Digital advertisers may receive reports that show aggregated data about response to their advertisements, for example, the number of ad impressions and the number of times an advertisement was accessed.
4. **Links Off-Site:** Any links included in advertisements must follow ASCO's [Linking Policy](#). Advertisements may link off-site to a commercial website, provided viewers are clearly informed they are viewing an advertisement and of the identity of the advertiser. ASCO may require a disclaimer about the off-site website be included. The advertiser's website may not frame ASCO's website content without express permission, shall not prevent the viewer from returning to ASCO's website or other previously viewed screens, may not redirect the viewer to a website the viewer did not intend to visit, and shall not give the mistaken appearance the advertiser's website is in any way affiliated with, controlled by, or endorsed by ASCO. ASCO reserves the right to disallow or remove links to other websites. The website URL to which the advertisement links must be provided to ASCO for review and prior approval, and the website must adhere to the following requirements:
  - a. The company sponsoring the website must be displayed.
  - b. No registration of personal information (including DEA, NPI, or ME numbers) may be required before reaching the website.
5. **Expanded Ad Units:** For advertisements that display additional content on a larger space than the advertisement itself (i.e., PointRoll or other expandable ad units), the additional content must display only when the user clicks the ad or ASCO deems the roll-over delay to be an acceptable speed (two seconds being the current standard, subject to change at ASCO's discretion). ASCO reserves the right to approve the size and content of expanded ads.
6. **Native Advertising & Sponsored Content:** Native Advertising and Sponsored Content will be permitted on the *JCO* website via a link to *The ASCO Post* under the following conditions:
  - Sponsors will have the ability to promote sponsored content via native advertising tiles, located within dedicated sections of the *JCO* or *The ASCO Post*. These sections are to be clearly labeled as "Sponsored Content".
  - The "tiles" should not resemble banner advertising and are subject to ASCO review.
  - Pages jumped to from the "tiles" must comply with the "Links Off-Site" requirements above and must clearly indicate at the head of the page that it is "Paid Advertising" or "not ASCO content" or contain a similar indication acceptable to ASCO.
  - Sponsored Content under "*The ASCO Post*" banner may include generic names within articles, as long as more than one therapy is discussed.
  - Sponsored Content that purports to be editorially independent should consistently and transparently identify the Content developer(s) responsible for the content presented.

Methods of attribution will vary by content type, and may include byline authorship, reference to an editorial board responsible for the content, attribution to an individual author, or an individual contact identified for questions or correspondence. The purpose of clear and transparent attribution is to inform the reader, listener, or other consumer of the Sponsored Content about the identity, qualifications, and authority of the Content developers and to make clear that the content is not ASCO content.

- ASCO maintains final review and approval of Sponsored Content being promoted.
- Each piece of Sponsored Content will include a disclaimer satisfactory to ASCO that the content does not necessarily reflect the views of ASCO and was not developed by ASCO staff.

7. **Meetings Related Advertisements:** Digital advertisements and other marketing or promotional collateral by exhibitors at ASCO Meetings must comply with [Policies for Exhibitors and Other Organizations at ASCO Meetings](#).

#### F. Podcast Advertising

1. **Content:** Advertising on podcasts must comply with the “Content for Advertising” guidelines as set forth in Section C, and they are subject to the review and approval of ASCO.
2. **Types of Podcast Advertising:** Advertising on ASCO Podcasts may appear as audio files provided by the advertiser of a length governed by the individual podcasts.
3. **Ad placement:** Advertisements that appear in an individual podcast will be served by the podcast hosting platform. Advertisements that appear in a given podcast may coincidentally be related to the subject of an article, but such juxtaposition must be random.
4. **Independence:** Advertisers that provide audio files for ASCO Podcasts shall have no involvement in content selection, development, or scheduling for those podcasts, and shall not include anything in the advertisement that would imply or indicate any such involvement.
5. **Inquiries:** Advertisers, media buyers, and others with specific questions about advertising acceptability should contact ASCO’s advertising sales agents.

#### G. Digital Sponsorships

1. **Availability.** ASCO has a limited number of opportunities for sponsored sections on the ASCOPubs.org website and the ASCO podcast website.
2. **Selection of Supporters.** ASCO may accept or reject supporters for sections on the foregoing websites in its sole discretion. When possible, ASCO will secure multiple supporters for a given sponsored section.
3. **Independence.** Advertisers that provide support for sections on the foregoing websites shall have no involvement in content selection or development for those sections.
4. **Acknowledgements.** Sponsorship acknowledgment and editorial content must be clearly separated. Acknowledgment of support will not make any claims for any supporting company’s product(s). ASCO determines final wording and position of the acknowledgments.

#### H. Miscellaneous Terms

1. **Schedule:** Advertising space reservation and materials deadlines vary by product. Space and material deadlines are included in the media kits. Contact ASCO’s advertising sales agents for more details regarding deadlines.
2. **Payment for Advertising:** In the event of nonpayment, ASCO reserves the right to hold the advertiser and/or its advertising agency jointly and severally liable for such monies as are due and payable to ASCO and disallow placement of any additional advertisements until the payment obligation is met.

3. **No Additional Conditions:** ASCO will not be bound by any condition, printed or otherwise, appearing on any insertion order or copy instructions when such conditions conflict with the conditions set forth in ASCO's rate card or with this Advertising Policy.
4. **Incidental Damages:** ASCO is not responsible for incidental or consequential damages for errors in displaying an ad or for failure to publish an ad. Should ASCO fail to publish an accepted ad for which an insertion order was received, ASCO will adjust the advertiser's or agency's account accordingly, and such adjustment shall be the advertiser's sole remedy.
5. **Indemnification.** In consideration of publication of an advertisement, the advertiser and the agency, jointly and severally, agree to indemnify and hold harmless ASCO, its officers, directors, agents, volunteers, and employees against any and all expenses (including legal fees) and losses resulting from the publication of the contents of the advertisement, including, without limitation, claims or suits for libel, violation of privacy, copyright infringement or plagiarism.