

Sports Illustrated

RATE CARD#67

EFFECTIVE:
January 12, 2009 Issue

SPACE CLOSING DATE FOR ALL COVERS:
Eight weeks prior to issue date

SPACE CLOSING DATE FOR ALL EDITIONS:
Five weeks prior to issue date

MATERIAL CLOSING DATE FOR ALL EDITIONS:
Four weeks prior to issue date

National Edition* - 3,150,000 Rate Base

	Black & White	4-Color
Full Page	\$204,100	\$336,000
Second Cover Spread	N/A	\$772,800
Third Cover	N/A	\$369,600
Back Cover	N/A	\$436,800
4 Columns	\$273,200	\$449,800
2/3 Page (Horizontal or Vertical)	\$167,400	\$275,500
1/2 Page (Horizontal or Vertical)	\$139,800	\$230,200
1/2 Page Horizontal Spread	\$263,300	\$433,400
1/3 Page (Horizontal or Vertical)	\$93,200	\$153,400

*SI will publish National Preview issues and a Swimsuit feature issue at higher rate bases. Please see pages 5 and 6 for pricing details.

TARGETED EDITIONS

SI Select – 1,200,000 Rate Base

SI Select targets subscribers living in high income households. Available 30 times per year beginning with the January 12, 2009 issue.

	Black & White	4-Color
Full Page	\$105,100	\$170,700

National Less SI Select – 1,950,000 Rate Base

This edition represents the balance of the circulation exclusive of SI Select. Available 30 times per year beginning with the January 12, 2009 issue.

	Black & White	4-Color
Full Page	\$150,900	\$247,300

SI Half – 1,575,000 Rate Base

SI Half offers national reach to 50% of SI's circulation distributed on a random basis. Available 33 times per year beginning with the January 19, 2009 issue.

	Black & White	4-Color
Full Page	\$112,300	\$184,100

TARGETED EDITIONS continued

SI Top Metros – 1,950,000 Rate Base

A high percentage of U.S. retail sales occur in the 29 major metros that comprise this edition. Available 33 times per year beginning with the January 19, 2009 issue in the following markets:

Atlanta*	Houston	Phoenix
Baltimore	Indianapolis	Pittsburgh
Boston	Kansas City	Portland/Seattle
Charlotte/Winston-Salem	Los Angeles*	Richmond/Norfolk
Chicago*	Miami	San Diego
Cleveland	Milwaukee	San Francisco
Dallas/Ft. Worth	Minneapolis/St. Paul	St. Louis
Denver	New Orleans	Tampa/St. Petersburg
Detroit	New York*	Washington D.C.
Hartford/Providence	Philadelphia*	

*Includes single-copy sales

	Black & White	4-Color
Full Page	\$142,400	\$234,000

National Less SI Top Metros – 1,200,000 Rate Base

This edition represents the balance of the circulation exclusive of SI Top Metros. Available 33 times per year beginning with the January 19, 2009 issue.

	Black & White	4-Color
Full Page	\$81,700	\$134,000

TARGETED EDITIONS continued

SI Golf Plus – 500,000 Rate Base

SI Golf Plus, a selectively bound edition, targets subscribers who are golf enthusiasts, as well as subscribers who have specifically requested the edition through SI's selective edit program. The edition consists of an editorial section within the regular weekly issue featuring previews and reports of tournaments and major events, and coverage of the most current issues and personalities. Produced by senior editors and writers, SI Golf Plus is available 30 times in 2009. Card and fractional units are available on a limited basis. Contact your SI Account Manager for issue details and pricing.

	Black & White	4-Color
Full Page	\$43,100	\$68,500

Golf Plus Preview Issues – 750,000 Rate Base

SI Golf Plus Preview Issues focus on Masters, Players Championship, U.S. Open, British Open*, PGA Championship*, and Golf Plus Year in Review* issues (April 7, May 5, June 16, July 13-20, August 10, and December 15). SI Golf Plus targets our 500,000 Golf Plus subscribers and is expanded to target an additional 250,000 moderate golfers.

	Black & White	4-Color
Full Page	\$54,900	\$87,800

*PGA Championship, British Open, and Golf Plus Year in Review Previews will be in-book sections within the weekly edition. All other Golf Plus Preview issues will be stand alone issues.

SI HomeOwner – 1,000,000 Rate Base

SI Homeowner edition targets subscribers who are homeowners, with high household income. This special advertising section covers a wide variety of topics ranging from home repair to garden and lawn care.

Issue Dates:	March 16	April 20	May 11	June 22
Closing Dates:	February 9	March 16	April 6	May 18

	Black & White	4-Color
Full Page	\$68,800	\$112,800

2009 PREVIEW ISSUES

SI will publish 5 preview issues focused on MLB, NCAA College Football, NFL, NBA and NCAA College Basketball previews (March 30, August 17, September 7, October 26 and November 23). Due to heightened enthusiasm for these issues, SI's national rate base is increased to 3,250,000.

Edition	Rate Base (000's)	Black & White	4-Color
National	3,250	\$210,600	\$346,700
SI Half	1,625	\$115,800	\$189,900

2009 SWIMSUIT ISSUE – FEBRUARY 13, 2009

Once again, in 2009, SI will publish a feature double issue completely dedicated to swimsuit editorial. Since there will be no weekly sports coverage in this issue, a regular issue of SI containing the usual up-to-the-minute sports coverage will also be published that week.

Due to the popularity of this classic, the Swimsuit Issue's rate base is 4,500,000 compared to the normal SI weekly rate base of 3,150,000. The higher circulation makes the Swimsuit Issue an extraordinary value.

Space Closing: December 29, 2008

Edition	Rate Base (000's)	Black & White	4-Color
National	4,500	\$242,100	\$394,700
SI Half	2,250	\$133,700	\$218,400
Select	1,200	\$105,100	\$170,700

*Material closing date for the 2009 Swimsuit edition is 1/2/09.

NOTE: This feature issue is not eligible under the Time Inc. IBIT policy.

GEOGRAPHIC/STATE/METRO EDITIONS

Sports Illustrated offers seven geographic editions to advertisers. Advertisers can buy the entire circulation of any of our six printing plants or our Canadian circulation. In addition, advertisers can also buy individual states and metros. Circulation areas and rate bases for each of these regions, states and metros are listed below. Advertisers wishing to buy states and metros should refer to the Multi-Edition Pricing section. SI reserves the right to move less-than-national insertions of less than 400,000 to adjacent regional issues. Geographic editions are available every week beginning with the January 12, 2009 issue. Regional (State and Metro) editions are available 30 times per year, beginning with the January 19, 2009 issue.

Geographic Editions

Edition	Rate Base (000's)	4-Color
Northeastern*	427	\$47,600
Eastern*	530	\$59,000
Southern*	482	\$53,900
Southwestern*	427	\$47,700
Midwestern*	679	\$75,600
Western*	559	\$62,200
Canada (available on regional cycles only)	80	\$19,200

*Includes all single-copy sales within geographic region

Composition of Geographic Regions

Northeastern – 427,000 Rate Base

Connecticut, Massachusetts, Maine, New Hampshire, New York (less Brooklyn, Queens, and Long Island), Rhode Island, Vermont, Ohio (Eastern balance and Cleveland)

Eastern – 530,000 Rate Base

Delaware, District of Columbia, Maryland, New Jersey, New York (Brooklyn, Queens, and Long Island), Pennsylvania, Virginia, West Virginia

Southern – 482,000 Rate Base

Alabama, Florida, Georgia, Kentucky, Mississippi, North Carolina, South Carolina, Tennessee

Southwestern – 427,000 Rate Base

Arkansas, Colorado, Kansas, Louisiana, Missouri (Western balance and Kansas City), Montana, New Mexico, Oklahoma, Texas, Wyoming

Midwestern – 679,000 Rate Base

Iowa, Illinois, Indiana, Michigan, Minnesota, Missouri (Eastern balance and St. Louis), North Dakota, Nebraska, Ohio (except Eastern balance and Cleveland), South Dakota, Wisconsin

Western – 559,000 Rate Base

Alaska, Arizona, California, Hawaii, Idaho, Nevada, Oregon, Utah, Washington

Note: Additional targeted opportunities around regional/college conference editions are available on a selective basis.

STATE EDITIONS

Edition	Rate Base (000's)
Alabama	34
Alaska	6
Arizona	52
Arkansas	15
California*	317
Colorado*	63
Connecticut	52
Delaware	11
D.C.	8
Florida	148
Georgia*	78
Hawaii	10
Idaho	11
Illinois*	146
Indiana	68
Iowa	34
Kansas	33
Kentucky	33
Louisiana	33
Maine	16
Maryland	68
Massachusetts	107
Michigan	107
Minnesota	67
Mississippi	17
Missouri	62

Edition	Rate Base (000's)
Montana	10
Nebraska	23
Nevada	22
New Hampshire	18
New Jersey	109
New Mexico	15
New York*	195
North Carolina	82
North Dakota	8
Ohio	153
Oklahoma	30
Oregon	33
Pennsylvania*	156
Rhode Island	15
South Carolina	35
South Dakota	8
Tennessee	50
Texas*	193
Utah	20
Vermont	8
Virginia	81
Washington*	55
West Virginia	11
Wisconsin	73
Wyoming	4

*Includes single-copy sales

METRO EDITIONS & SECTIONAL CENTERS

Edition	Rate Base (000's)	Sectional Centers
Albany/Buffalo/Rochester	60	120-123, 128, 130-132, 140-147
Atlanta*	57	300-303, 305, 306
Baltimore	35	210-213, 214, 216, 218, 219
Boston	110	014-027, 030, 031, 033, 034, 036, 038, 051, 053
Charlotte/Winston-Salem	45	270-274, 280-282, 286, 297
Chicago*	117	600-609, 613, 463, 464
Cincinnati/Columbus/Dayton	72	430-433, 450-455
Cleveland	74	434-436, 440-449
Dallas/Ft. Worth	65	750-754, 757, 760-762, 764
Denver	50	800-806
Detroit	81	480-489, 492
Hartford/Providence	41	028-059, 060-062, 065, 067
Houston	51	770-775
Indianapolis	34	460-462, 469, 470, 472-474
Kansas City	27	640-643, 646, 647, 660-663
Los Angeles*	167	900-908, 910-918, 922-928, 930-935
Louisville/Memphis/Nashville	55	370-372, 380-383, 386, 400-406, 421, 422
Miami/Ft. Lauderdale/W. Palm Beach	48	330-334, 349
Minneapolis/St. Paul	58	540, 550-552, 553-555, 559, 562, 563
New York*	240	064, 066, 068-079, 085-089, 100-119, 124-127
Orlando/Jacksonville	47	320-323, 326-329, 344, 345
Philadelphia*	120	080-084, 169, 170-177, 180, 181, 189-199
Phoenix	58	850, 852, 853, 855-857, 859, 863, 864
Pittsburgh	49	150-166, 168
Portland/Seattle	73	970-973, 980-987
Raleigh/Durham	24	275-277, 283
Richmond/Norfolk	30	230-239
San Antonio/Austin	42	780-784, 786-789
San Diego	31	919-921
San Francisco*	127	936-961
St. Louis	38	620-622, 630-633, 636
Tampa/St. Petersburg	50	335-339, 341-343, 346-348
Washington D.C.	80	200-209, 215, 217, 220-229

*Includes single-copy sales

MULTI-EDITION PRICING

Multi-edition pricing gives advertisers an extraordinary number of options to create their own special geographic editions of SI. Using this system, an advertiser can mix and match almost any combination of states and metros.

MULTI-EDITION PRICING TABLE

Multi-edition pricing table should be used when buying state and/or metro editions. Use national rates for rate bases great than 2,700,000. A single advertiser can split copy along market lines at a premium charge. See your SI Account Manager for more information.

Total Rate Base		Black & White Page		4-Color Page	
From	To	Base Price	CPM	Base Price	CPM
75,000	300,000	n/a	n/a	\$57,006	\$148.09
300,000	500,000	n/a	n/a	\$57,006	\$148.09
500,000	700,000	n/a	n/a	\$86,624	\$139.86
700,000	900,000	n/a	n/a	\$114,596	\$131.64
900,000	1,100,000	n/a	n/a	\$140,923	\$125.04
1,100,000	1,300,000	\$101,100	\$72.78	\$165,930	\$119.56
1,300,000	1,500,000	\$115,556	\$70.12	\$189,842	\$115.19
1,500,000	1,700,000	\$129,580	\$68.11	\$212,880	\$111.88
1,700,000	1,900,000	\$143,201	\$66.43	\$235,255	\$109.16
1,900,000	2,100,000	\$156,487	\$65.09	\$257,086	\$106.93
2,100,000	2,300,000	\$169,505	\$64.10	\$278,472	\$105.31
2,300,000	2,500,000	\$182,325	\$63.44	\$299,534	\$104.20
2,500,000	2,700,000	\$195,013	\$45.44	\$320,374	\$78.13

Calculate rates as follows:

1. Add the rate bases of all the editions used in the single insertion. The minimum price is at the 300,000 circulation level.
2. Using the left-most column, locate the closest total rate base level that does not exceed your desired rate base. For example, if your rate base is 350,000, use the 300,000 row.
3. Read across the line to find the rate base price. Next to this is the additional CPM rate. Make sure you use the column with appropriate coloration (BW or 4C).
4. Multiply the difference between your TOTAL rate base and the closest LOWER rate base by this CPM. For example, if your total circulation is 350,000 for a 4C ad, multiply the difference between 350 and 300 (50) by the \$148.09 CPM.
5. Add the price of the additional CPM (in this example, $50 \times \$148.09 = \$7,404.50$) to the base price (\$57,006). The resulting number is the one-time open rate for a full-page 4C ad. The full calculation is as follows: $\$57,006 + \{(350-300) \times \$148.09\} = \$64,410.50$.

SPECIAL EMPHASIS

SI will also emphasize special sporting events and individual sport previews throughout 2009. All issue dates are tentative and subject to change.

Special Emphasis	Issue Date	Closing Date
Super Bowl Preview	2/2/09	12/29/09
NASCAR Preview	2/16/09	1/12/09
NCAA Tournament Preview	3/23/09	2/16/09
Major League Baseball Preview	3/30/09	2/23/09
Summer Double (Double Issue)	7/13/09 - 7/20/09	6/8/09
Fantasy Football Spectacular	8/3/09	6/29/09
College Football Preview	8/17/09	7/13/09
NFL Preview (Double Issue)	9/7/09	8/3/09
NHL Preview	10/12/09	9/7/09
NBA Preview (Double Issue)	10/26/09	9/21/09
College Basketball Preview	11/23/09	10/19/09
Sportsman of the Year (Double Issue)	12/7/09	11/2/09
Year in Sports	12/28/09	11/23/09

Additional Offerings – Please contact your SI Account Manager for more information on the following.

SI Fast Close: In order to accommodate an advertiser wishing to recognize a winner of a special event, SI can arrange to accept material for a booked insertion very close to press time.

Non-Standard Space Units: SI can accommodate non-standard units by special arrangement, including: gatefolds, insert cards, we-print, and supplied inserts.

SPORTS ILLUSTRATED AD SALES

Publisher's Office

Mark Ford, President 212-522-4858
Jeff Griffing, Vice President, Advertising Sales 212-522-3865

Business Office

Annette St.Vincent, Advertising Revenue Manager 212-522-7523
Caitlin McDonald, Associate Pricing Manager 212-522-7801
Morgan Krug, Advertising Finance Manager 212-522-5784

Production

Bob Kanell, Operations Director 212-522-1054
Luisa Durante, Associate Production Director 212-522-7395
Kerith Foley, Associate Production Director 212-522-9881
Tracy Carolonza, Makeup Manager 212-522-4797

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Time & Life Building – 33rd Floor
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New York, NY 10020
Phone: 212-522-1212
Fax: 212-522-0320/0390

Michael Safran, NY Ad Director
212-522-5608

BOSTON: 399 Boylston Street
Boston, MA 02116
Phone: 617-954-9400
Fax: 617-954-9430

John Cooney, New England Ad Director
617-954-9410

CHICAGO: 303 East Ohio Street
Chicago, IL 60611
Phone: 312-321-7800
Fax: 312-321-7933

Tom Buerger, Midwest Ad Director
312-321-7828

DALLAS: 12222 Merit Drive, Suite 820
Dallas, TX 75251
Phone: 972-387-8595
Fax: 972-726-8760

Martin Crawford, Southwest Ad Director
972-387-8595

DETROIT & CANADA: 39577 Woodward Avenue, Suite 200
Bloomfield Hills, MI 48304
Phone: 248-988-7700
Fax: 248-988-7915

John Schram, Detroit Ad Director
248-988-7770

LOS ANGELES: 11766 Wilshire Boulevard, Suite 1700
Los Angeles, CA 90025
Phone: 310-268-7200
Fax: 310-268-7308

Matt Sganga, West Coast Ad Director
310-268-7368

SAN DIEGO: 4407 Manchester Avenue, Suite 206
Encinitas, CA 92024
Phone: 760-753-4100
Fax: 760-753-2110

Brian Fortini, San Diego Ad Director
760-753-4100

SAN FRANCISCO: 2 Embarcadero Center, Suite 1900
San Francisco, CA 94111
Phone: 415-982-5000
Fax: 415-434-5267

John Handley, Northwest Ad Director
415-434-5234

ATLANTA: 3399 Peachtree Road NE, Suite 1600
Atlanta, GA 30326
Phone: 404-364-4020
Fax: 404-364-4003

John Gordon, Southeast Ad Director
404-364-4051

SPORTS ILLUSTRATED MAGAZINE

2009 ADVERTISING TERMS AND CONDITIONS

The following are certain general terms and conditions governing advertising published in the U.S. edition of Sports Illustrated Magazine (the "Magazine") published by Time Inc. (the "Publisher").

1. Rates are based on average total audited circulation, effective with the issue dated January 12, 2009. Announcement of any change in rates and/or circulation rate base will be made in advance of the Magazine's advertising sales close date of the first issue to which such rates and/or circulation rate base will be applicable. The Magazine Rate Card specifies the publication schedule of the Magazine, and its respective on-sale dates.
2. The Magazine is a member of the Audit Bureau of Circulations (ABC). Total audited circulation is reported on an issue-by-issue basis in publisher's statements audited by the ABC. Total audited circulation for the Magazine is comprised of paid plus verified.
3. Advertisers may not cancel orders for, or make changes in, advertising after the closing dates of the Magazine.
4. The Publisher is not responsible for errors or omissions in any advertising materials provided by the advertiser or its agency (including errors in key numbers) or for changes made after closing dates.
5. The Publisher may reject or cancel any advertising for any reason at any time. Advertisements simulating the Magazine's editorial material in appearance or style or that are not immediately identifiable as advertisements are not acceptable.
6. All advertisements, including without limitation those for which Publisher has provided creative services, are accepted and published in the Magazine upon the representation by the agency and advertiser that they are authorized to publish the entire contents and subject matter thereof in all applicable editions of the Magazine and that such publication will not violate any law or infringe upon any right of any party. In consideration of the publication of advertisements, the advertiser and agency will, jointly and severally, indemnify, defend and hold the Publisher harmless from and against any and all losses and expenses (including, without limitation, attorney's fees) (collectively, "Losses") arising out of the publication of such advertisements in all applicable editions of the Magazine, including, without limitation, those arising from third party claims or suits for defamation, copyright or trademark infringement, misappropriation, violation of the Lanham Act or rights of privacy or publicity, or from any and all claims now known or hereafter devised or created (collectively "Claims"). In the event the Publisher has agreed to provide contest or sweepstakes management services, email design or distribution or other promotional services in connection with an advertising commitment by advertiser, all such services are performed upon the warranty of the agency and advertiser that they will, jointly and severally, indemnify and hold the Publisher harmless from and against any and all Losses arising out of the publication, use or distribution of any materials, products (including, without limitation, prizes) or services provided by or on behalf of the agency or advertiser, their agents and employees, including, without limitation, those arising from any Claims.
7. In consideration of the Publisher's reviewing for acceptance, or acceptance of, any advertising for publication in the Magazine, the agency and advertiser agree not to make promotional or merchandising reference to the Magazine in any way without the prior written permission of the Publisher in each instance.
8. No conditions, printed or otherwise, appearing on contracts, orders or copy instructions which conflict with, vary, or add to these Terms and Conditions or the provisions of the Magazine's Rate Card will be binding on the Publisher and to the extent that the Terms and Conditions contained herein are inconsistent with any such conditions, these Terms and Conditions shall govern and supersede any such conditions.
9. The Publisher has the right to insert the advertising anywhere in the Magazine at its discretion, and any condition on contracts, orders or copy instructions involving the placement of advertising within an issue of the Magazine (such as page location, competitive separation or placement facing editorial copy) will be treated as a positioning request only and cannot be guaranteed. The Publisher's inability

or failure to comply with any such condition shall not relieve the agency or advertiser of the obligation to pay for the advertising.

10. The Publisher shall not be subject to any liability whatsoever for any failure to publish or circulate all or any part of any issue(s) of the Magazine because of strikes, work stoppages, accidents, fires, acts of God or any other circumstances not within the control of the Publisher.
11. Agency commission (or equivalent): up to 15% (where applicable to recognized agents) of gross advertising charges after earned advertiser discounts.
12. Invoices are rendered on or about the on-sale date of the Magazine. Payments are due within 20 days from the billing date. The Publisher reserves the right to change the payment terms to cash with order at any time. The advertiser and agency are jointly and severally liable for payment of all invoices for advertising published in the Magazine.
13. Any and all negotiated advertiser discounts are only applicable to and available during the period in which they are earned. Rebates resulting from any and all earned advertiser discount adjustments must be used within six months after the end of the period in which they were earned. Unused rebates will expire six months after the end of the period in which they were earned.
14. Special advertising production premiums do not earn any discounts or agency commissions.
15. The Magazine is subject to Time Inc.'s standard 2009 issue-by-issue tally (IBIT) pricing system.

TIME INC.

2009 ISSUE-BY-ISSUE TALLY (IBIT) PRICING SYSTEM

1. Circulation delivery of Sports Illustrated Magazine (the "Magazine") is measured on an issue-by-issue tally (IBIT) pricing system for full-run circulation advertising only. The IBIT pricing system is administered by comparing, for each issue of the Magazine in which an advertiser books space and remits a cash payment for such advertisement, the issue's total audited circulation as reported in the Magazine's Publisher's Statement (issued by the Audit Bureau of Circulations (ABC) for the first and second half of the 2009 calendar year) and the published total circulation rate base as set forth in the Magazine's rate card.
2. In order to permit advertisers to apply earned IBIT credit in a timely manner, ABC Publisher's Statements are used to calculate IBIT credit. The calculation will be made following the issuance of the Publisher's Statements for each six month ABC reporting period.
3. Total audited circulation for the Magazine is comprised of paid plus verified.
4. IBIT credits will be calculated on an individual insertion basis and will only be credited to an advertiser if the total audited circulation of the issue booked by the advertiser is lower by more than two percent (2%) than its published circulation rate base.
5. If the total audited circulation of the issue booked by an advertiser is lower by more than two percent (2%) than its published circulation rate base, the advertiser's IBIT credit will be calculated by multiplying the net cost after agency commissions (excluding production premiums) ("Net Cost") of the advertiser's insertion in that issue by the difference between two percent and the actual percentage by which the total audited circulation is less than its published circulation rate base. By way of example, if the "Net Cost" of the advertiser's insertion is \$100,000 and the total audited circulation of an issue is three percent lower than its published circulation rate base, the IBIT credit would be calculated as follows: $\$100,000 \times (3\% - 2\%) = \$1,000$.
6. IBIT credit must be used against future insertions not yet ordered or booked, must be applied at the Magazine and must be used within 12 months after the issuance of the Publisher's Statements for the ABC reporting period in which the credit was earned or such credit will expire. An advertiser may apply IBIT credit to any brand, product or division within the same advertiser parent company.
7. IBIT credit will be issued net of agency commissions and must be applied to invoices net of agency commissions. No agency commissions will be paid by the Magazine on IBIT credit.
8. IBIT credit may be applied to production charges.
9. The Magazine will not refund IBIT credit as cash.
10. Only full-run circulation advertising in regular issues as reported in Paragraph 3 of the Publisher's Statements issued by ABC are eligible for IBIT credit. The following are not eligible for IBIT credit: (a) special issues published in addition to the normal frequency of the Magazine (including those listed in Paragraph 3 of the ABC Publisher's Statements) and (b) any issues specifically excluded from being eligible for IBIT per the Magazine's rate card.
11. None of barter (whether cash paid or trade), standby or remnant advertising is eligible for IBIT credit.