

Men'sHealth MEDIA PACK

MAGAZINE,
PROMOTIONS,
& ONLINE.

Men's Health MEDIA PACK

What is *Men's Health*?

Men's Health is the magazine for active, successful, intelligent men who want to make the most of their physical, professional and emotional lives.

We give men the tools they need to make their lives better.”

MORGAN REES, EDITOR

Men's Health provides an upmarket premium environment with mass numbers

We are the number one magazine for the affluent 30 something man

We reach more AB 25-44 year old men than GQ and Esquire added together

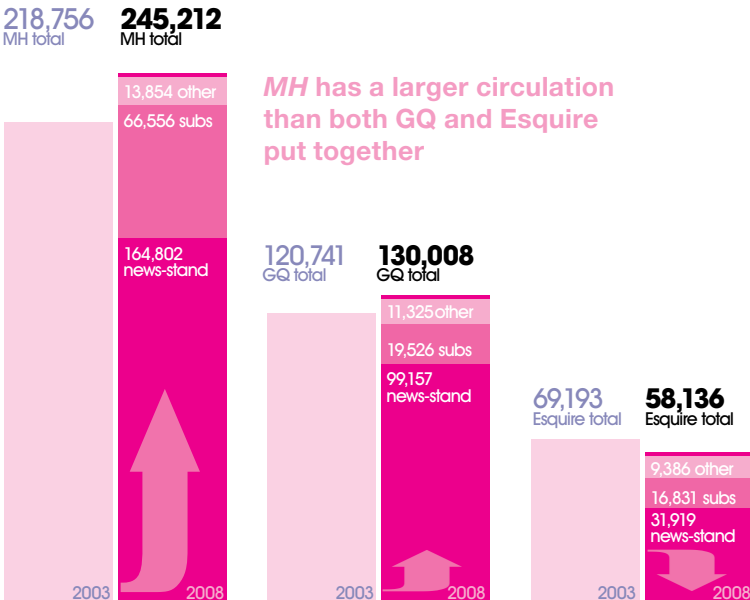
Men's Health MEDIA PACK

Circulation & readership

Total circulation
245,212

MH READERSHIP MORE THAN
1 MILLION
(1,032,000) **Male 88%**

Total Circulation Men's Quality Lifestyle Magazines. Five year trend



63%
MH Solus Readership
vs FHM 50% GQ 34% Esquire 15%

63% OF MEN'S HEALTH READERS DON'T READ ANY OF MEN'S LIFESTYLE MAGAZINES: (FHM, MAXIM, LOADED, FRONT, GQ AND ESQUIRE).

Thirteen consecutive year-on-year ABC increases

Source: National Readership Survey January - June 2008
ABC January - June 2008

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Who is the MH reader?

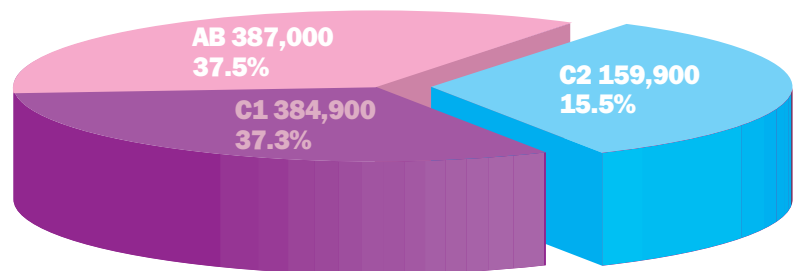


MH's readers recognise that health isn't just about physical concerns. It's about a lifestyle in it's own right

MH's readers see the big benefits in making small changes to their everyday life

Social Status

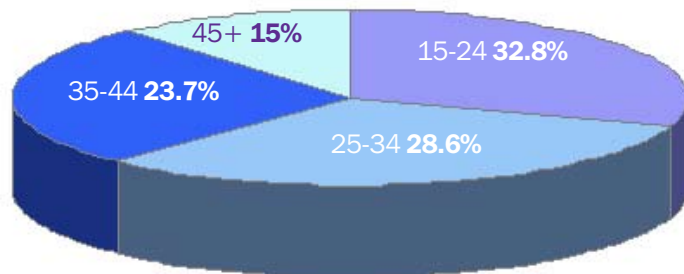
ABC1	772,000	74.8%
AB	387,000	37.5%
C1	384,900	37.3%
C2	159,900	15.5%



MH HAS MORE AB READERS THAN GQ AND ESQUIRE

How old are our readers?

Age	Count	Percentage
15-24	338,000	(32.8%)
25-34	295,000	(28.6%)
35-44	244,000	(23.7%)
45-54	110,000	(10.7%)
55+	44,000	(4.3%)

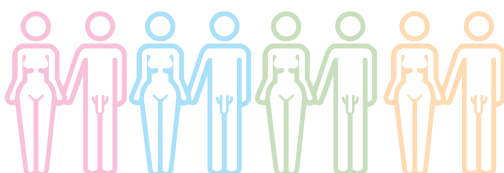


MEDIAN AGE

32

AVERAGE AGE

33



Marital Status Single 43%

Married/living with partner 52.4%

Separated/divorced or widowed 4.6%

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RATE CARD

Single pages

A	Inside Front Cover Inside Back Cover Outside Back Cover 1st and 2nd right hand	£14,295
B	<i>1st 30% or Three of the following:</i> 1 Front half 2 Right hand 3 Fully facing matter 4 Requested editorial	£13,345
C	<i>Two of the following:</i> 1 Front half 2 Right hand 3 Fully facing matter 4 Requested editorial	£11,438
D	<i>One of the following:</i> 1 Right hand 2 Facing matter	£10,486
E	Run of magazine, banked	£9,529
P	Promotion single page	£9,845

Double page spreads

A	Inside Front Cover 1st and 2nd spreads	£28,590
B	<i>1st 30% or Two of the following:</i> 1 First half 2 Requested editorial 3 Unbanked	£26,690
C	<i>One of the following:</i> 1 First half 2 Requested editorial 3 Unbanked	£22,876
D	Second half in requested editorial	£20,972
E	Run of magazine, banked	£19,058
P	Promotion dps	£19,690

All prices are quoted exclusive of VAT, which will be added at the current rate.
All advertisements are accepted subject to our standard conditions of acceptance, a copy which is available on request.
Rate card effective from January 2009.

Inserts

Loose from £33 per 1,000. Bound from £76 per 1,000.
Tip-on, Sachet, and Scent strip rates available on request.

N.B. Insert rates are variable by size, weight, method of insertion and number to be inserted. Final quotes can only be given on receipt of samples.

Commission PPA recognised Advertising Agency Commission – 15%

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Advertisement specifications for the standard size

double page spread	type area: 250 x 400 mm trim: 280 x 430 mm bleed: 286 x 436 mm
half double page spread	type area: 100 x 400 mm trim: 120 x 430 mm bleed: 126 x 436 mm
full page	type area: 250 x 185 mm trim: 280 x 215mm bleed: 286 x 221 mm
half vertical	type area: 250 x 87 mm* trim: 280 x 107 mm* bleed: 286 x 113 mm*

*These sizes by special agreement only. Bleed three sides only.

Advertisement specifications for the travel size

double page spread	type area: 210 x 338mm trim: 230 x 352mm bleed: 236 x 358mm
half double page spread	type area: 105 x 338mm trim: 115 x 352mm bleed: 221 x 358mm
full page	type area: 210 x 156mm trim: 230 x 176mm bleed: 236 x 182mm
half vertical	type area: 210 x 70mm* trim: 230 x 88mm* bleed: 236 x 94mm*

*These sizes by special agreement only. Bleed three sides only.

Contacts

Display Advertising (London office)

+44 (0)20 7339 4400

Promotions

+44 (0)20 7339 4423

Production

+44 (0)20 7339 4421

Inserts

+44 (0)20 7758 1101

Regional Sales (Manchester office)

+44 (0)161 962 9254

Display copy delivery address

Raidel Cheo Battle

Men's Health,
Natmag-Rodale Ltd.,
72 Broadwick Street,
London W1F 9EP,
United Kingdom

Ad Production

+44 (0)20 7439 5290

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Promotions & special projects

The *Men's Health* bespoke team work with you to produce engaging promotions and special projects – both in print and online – to deliver your commercial messages in classic *Men's Health* style and tone.



LACOSTE - DEC 2008



ASICS - APRIL 2008

Whether it's on the page, using paper technology, online, at events or otherwise, promotions in *Men's Health* are a very effective way to communicate complex, stylish or aspirational messages to our readers in a focused and effective manner.

Visit mhbespoke.co.uk to see over 100 examples of our creative work.



GLENDALE - APRIL 2008



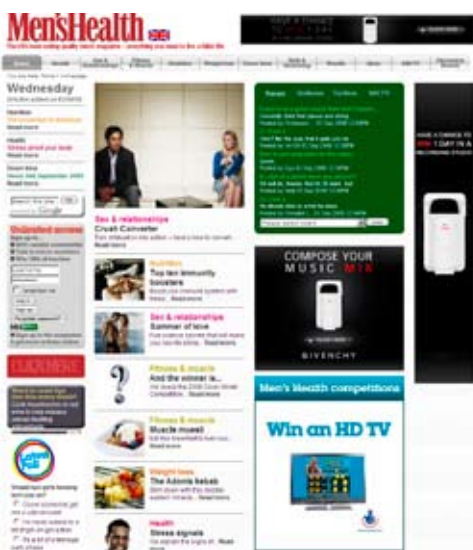
FREDDY - NOV 2008

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menshealth.co.uk



menshealth.co.uk is one of the largest websites for upmarket men in the UK. With a broad range of channels from health & fitness to style, grooming and gear, menshealth.co.uk provides a fully interactive lifestyle offering, and extends online the content formula that has made Men's Health, the magazine, one of the publishing success stories of the last ten years.

In addition to editorial content updated on a daily basis, our website offers users a host of interactive tools (such as our bespoke Workout Generator), picture galleries, self-tests, surveys, competitions, workout videos, and user forums. We can provide a number of integrated and flexible advertising solutions which either work in tandem with print campaigns or communicate purely with our online users on a number of different levels - including display inventory, advertorial, e-newsletter sponsorship, and video pre-rolls.

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Vital Stats (ABC audited)



Unique Users	301,000
Page impressions	4.1 million
Av pages per visit	9
Time spent on site	20 mins

Our users are

Targeted 86% of users are aged 18-44
Affluent The average household income is £46,209

Upmarket A huge 53% are AB
45% are single, 27% are in a relationship and 21% are married/living as married

The internet

Heavy users 10.9 hours per week for personal purposes
Frequent 91% access the Internet daily. They use the internet more than any other media source

E shoppers 94% have bought something online
Big spenders Average £393.71 spent online in the last three months
72% use it for business & personal purposes with 24% just for personal reasons

Weekly emails

Our weekly editorial newsletter is sent out every Tuesday to almost 55,000 subscribers.

Target audience

25-44 professional men
70% say that they regularly take notice of our adverts and use them to find new products and ideas—reinforcing our position as a trusted and credible authority for men
Source: NetObserver UK 2007

Rate card

Banner	@ £20 CPM
Skyscraper	@ £30 CPM
MPU	@ £40 CPM
Super MPU	@ £60 CPM
Newsletter	@ £50 CPM
Competition	£2,500

What is CPM?

All our prices are priced per thousand impressions. CPM is the price for the ad to be viewed 1,000 times.

Accepted Formats

Expandable Banners
Expandable Skyscrapers
Expandable MPU
Animated gifs
Flash
Video formats available on request

Bespoke Packages

Bespoke packages can be created depending on budget and will vary from brand to brand. For more information on bespoke opportunities visit www.mhbespoke.co.uk

Established

Re-launched Dec 2006

ALL PRICES ARE QUOTED EXCLUSIVE OF VAT, WHICH WILL BE ADDED AT THE CURRENT RATE. All advertisers are accepted subject to our standard conditions of acceptance. The publisher reserves the right to reject, amend, exclude or omit any advertisement submitted for website.

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TERMS & CONDITIONS

1. In these Conditions attaching to Advertising Contracts ('these Conditions'): 'Publisher' means The National Magazine Company Limited, NatMag-Rodale Limited or ACP-NatMag (a partnership of NatMag Media Investments Limited and ACP Media (UK) Investments Limited) as applicable and 'Advertiser' means the person booking the advertising space including Advertising Agents and Independent Media Buyers. Advertising Agents and Independent Media Buyers shall for the purpose of these Conditions act as principals on their own behalf for all purposes connected herewith. 'Rate Card' means the Publisher's current scale of charges for advertisements, a current copy of which may be obtained from the Publisher. 'Contract' means a legally binding booking accepted by the Publisher in accordance with Clause 2 for publication of an Advertisement. 'Advertisement' includes loose 'insert' or other 'insert' where appropriate. Cancellation of a Contract means cancellation of either all or part of the remaining unperformed part of the Contract unless the context of the relevant condition makes it clear that cancellation of only a specific insertion(s) is referred to.

2. The issue of a Rate Card does not constitute an offer by the Publisher to contract. A Contract is made only by the Publisher's acceptance of the Advertiser's order as effected by the Publisher issuing an Acknowledgement of Order Form.

3. All Contracts are subject to these Conditions and no variation or addition thereto shall be effective unless specifically agreed to in writing by the Publisher. Any other terms or conditions sought to be imposed by the Advertiser are expressly excluded.

4. Advertisement rates are subject to revision at any time and the price prevailing at the time the Contract is made binds the Publisher only in respect of the agreed booking as confirmed by the Publisher's Acknowledgement of Order Form.

5. All orders are accepted subject to acceptance of copy by the Publisher, as indicated in Clause 7, and if it is intended to include in an Advertisement a competition or a special offer of merchandise, other than that normally associated with the advertised product, full details of such competitions or special offers must be submitted by the Advertiser at the time the order is negotiated.

6. The Advertiser warrants that any Advertisement submitted by it for publication shall comply with all applicable laws, legislation, regulations, codes of practice and is not an infringement of any other party's rights. The Advertiser will indemnify the Publisher fully for all costs and damages (including legal costs and awards ordered against the Publisher) in respect of any claim made against the Publisher arising from the Advertisement or its publication.

7. The Publisher reserves the right in its absolute discretion to cancel any Contract or to omit or suspend an Advertisement for good reason (for example if it is libellous, unlawful, defamatory, pornographic, socially unacceptable, insensitive or otherwise contrary to editorial policy). Should cancellation, omission or suspension be due to the act or default of the Advertiser or his servants or agents including the unsuitability of the Advertisement as indicated above, then the Advertiser shall pay for the space reserved for the Advertisement in full not withstanding that the Advertisement has not appeared. Such cancellation, omission or suspension shall be notified to the Advertiser as soon as reasonably possible.

8. If the Publisher considers it necessary to modify space or alter the date or position of insertion or make any other alteration it shall notify the Advertiser of this as soon as it reasonably can and the Advertiser will have the right to cancel the insertion of that Advertisement if the alterations requested are unacceptable, unless such changes are due to circumstances beyond the Publisher's control and cannot be notified to the Advertiser prior to the commencement of the manufacturing cycle of the relevant publication.

9. The Publisher will exercise reasonable care and skill in the handling and publishing of the Advertisement but where

the Advertisement is not published in the manner specified in the Contract, whether through any failure or negligent act or omission on the part of the Publisher or any third party, the Publisher's maximum liability to the Advertiser shall be limited to the amount of any payment made for the Advertisement concerned: the Publisher shall not be liable for any indirect, special or consequential loss or damage arising from any failure to publish an Advertisement as agreed with the Advertiser, including, but without limitation, any late or incorrect publication, any non-publication or inaccurate reproduction of the Advertisement, whether caused by the Publisher's error or negligence or by any reason whatsoever. The Publisher shall not be liable whatsoever in respect of any error or omission in respect of publishing the Advertisement which is not notified to the Publisher in writing within one year of the actual publication date of the Advertisement.

10. The Advertiser may cancel any Contract by the first of the month, three months prior to the month stated on the cover of the issue in which the Advertisement was to be inserted. Cancellation will be effective when written notice is received by the Publisher. The Publisher may cancel any Contract by the first of the month, one month prior to the month stated on the cover of the issue in which the Advertisement was to be inserted.

11. If the Advertiser cancels any Contract in accordance with Clause 10, except in the circumstances of cancellation as set out in Clause 8 above, he relinquishes any right to that series discount (if any) to which he was previously entitled and Advertisements will be paid for at the appropriate rate. A new invoice will be issued for any surcharges relating to Advertisements that have already been invoiced at the discounted rate. The payment date for any previous invoices, however, remains unaffected.

12. In circumstances where, at the Publisher's discretion, the Publisher arranges to supply proofs of Advertisement copy to the Advertiser, all copy must be supplied by the Advertiser to the Publisher by the last day for receiving copy as stated by the Publisher, failing this the Publisher cannot guarantee that proofs will be supplied or corrections made. If copy instructions are not received by the last day for receiving copy the Publisher reserves the right in its absolute discretion to repeat Advertiser's existing copy in its possession where appropriate or where the Publisher does not hold any copy to omit the Advertisement and to charge for the space reserved in accordance with Clause 7. For copy supplied as a digital file, the Advertiser must adhere to the Digital Specification issued by the Publisher. In the event that the Advertiser's digital file does not comply with the Digital Specification, the Publisher reserves the right in its absolute discretion to reject the copy and the Advertiser will be asked to re-supply. If, due to time or other reasonable constraints, the Publisher has to repair or rectify the file, the Publisher will notify the Advertiser and shall not be liable for any inaccurate reproduction of the Advertisement or any resulting costs whether direct or indirect. In the case of loose insert or other insert advertising, if the Advertiser fails to adhere to the Insert Delivery Instructions issued by the Publisher, the Publisher reserves the right in its absolute discretion to omit the Advertisement and to charge for the Advertisement in full notwithstanding that the Advertisement has not appeared.

13. Advertiser's property, originals, artwork, type, mechanicals, positives etc are held by the Publisher at the owner's risk and should be insured by the Advertiser against loss or damage from whatever cause. After performance of the Contract relating to such materials, the Advertiser shall be responsible for collecting all such materials which it requires from the Publisher's premises, failing which, the Publisher reserves the right to destroy all artwork which has been in its possession for more than six months and no liability shall be attached to the Publisher in respect of such destruction.

14. All gross advertising rates are subject to the current Advertising Standards Board of Finance surcharge payable by the Advertiser. Where orders are placed by an Advertising Agency or Independent Media Buyer, the Agency or Media Buyer will be responsible for collecting this surcharge and paying it to the Advertising Standards Board of Finance. Where the person booking the

Advertisement is not an Advertising Agency or Independent Media Buyer the Publisher will calculate the appropriate surcharge at the current rate and pay this direct to the Advertising Standards Board of Finance. Without prejudice to the indemnity contained in Condition 6, the Advertiser will indemnify the Publisher for any claim made against it in respect of the non payment by the Advertiser of such surcharges to the Advertising Standards Board of Finance.

15. The Publisher reserves the right to impose a 1% surcharge on all mail order advertising and to request completion by the Advertiser of the PPA's Application to Advertise by Mail Order form for mail order Advertisements.

16. Advertisements will be published to the representation as provided by file (or other accepted medium) by the Advertiser and the Publisher shall not be liable for any lack of clarity or other error in representation that results from the representation of the Advertisement as it was provided by the Advertiser. Reasonable standard charges will be made to the Advertiser where production work of any kind is required to put the Advertisements in a form suitable for publication for any reason and at any stage. The Publisher will notify the Advertiser of such charges in writing upon receipt of advertising copy.

17. TERMS OF PAYMENT

(a) Unless otherwise stipulated by the Publisher, payment is due to be received from the Advertiser by the end of the month following the date of invoice or, in the case of classified advertisements or advertising appearing in the classified section, the first day of the month following publication date. If the Advertiser defaults in making payment of any sums by the due date, the Publisher reserves the right to require immediate payment for all advertising space booked by the Advertiser (failing which the Publisher shall be entitled to terminate the Contract forthwith by written notice to the Advertiser) and to require payment in advance for future bookings, and pending such payment to omit or suspend all or any Advertisements due to appear under an existing Contract with the Advertiser. The Publisher reserves the right to impose a surcharge of 3% per month on overdue amounts.

(b) Advertising Agents and Independent Media Buyers not recognised by the Periodical Publishers Association and Advertisers placing business direct will be required to pre-pay the account two weeks prior to the final copy date for each Advertisement.

(c) The Publisher may in its discretion provide account facilities to a non recognised Advertising Agent, Independent Media Buyer or direct Advertiser once he has pre-paid and demonstrated a good payment record for insertions in 12 separate issues for an individual publication or publications published by the Publisher. Any credit will only be granted after obtaining satisfactory banking, trade and credit reference agency clearance and the Advertiser will be informed by the Publisher once it is ready to provide such account facilities.

(d) The Advertiser shall not set-off or claim to set-off for any reason whatsoever any sum or amount whether in dispute or agreed which may be payable by the Publisher to the Advertiser against any sum or amount whatsoever payable by the Advertiser to the Publisher.

18. Advertising Agents and Independent Media Buyers recognised by the Periodical Publishers Association are allowed agency commission at the rates quoted on the Rate Card provided payment for Advertisements is made in full by the due date.

19. The Advertiser expressly acknowledges that he has not relied on any representation made by or on behalf of the Publisher in entering the Contract.

20. No person who is not a party to this Contract has any right under the Contracts (Right of Third Parties) Act 1999 to enforce any part of this Contract.

21. These Conditions and all other terms of the Contract shall be construed in accordance with the Laws of England and the parties submit to the jurisdiction of the English courts.