

APTA's Advertising Policies

The American Physical Therapy Association's (APTA's) advertising policies contain terms that constitute a legally binding agreement between the advertiser and APTA. Placement of an ad with APTA constitutes the advertiser's agreement and acceptance to be bound by and comply with APTA's advertising policies. APTA reserves the right to make changes to its advertising policies, and the advertiser's continued placement of an ad with APTA constitutes acceptance of these changes.

1. Advertisements are accepted only when they conform to the ethical principles and policies of APTA. However, compliance with APTA's ethical principles and policies does not guarantee acceptance of an advertisement.
2. Products, services, and companies eligible for advertising in APTA publications shall be germane to the practice of physical therapy or the purposes of the association.
3. APTA has the right to approve or deny all advertising prior to publication. APTA reserves the right to cancel any advertising contract at any time.

APTA may decide that certain products or services are not eligible for advertising in national APTA publications, if advertisements for these specific products or services in other media consistently or significantly depart from association standards.

The fact that an advertisement has appeared previously in an APTA publication shall not preclude APTA from denying placement of that advertisement in the future.

The fact that an advertisement of a product, service, or company has appeared in an APTA publication shall not be referred to in collateral advertising without specific written authorization of APTA.

4. APTA's print and digital vehicles that accept advertising do not verify the accuracy of claims made in advertisements, and running a print/digital ad/posting does not imply endorsement by APTA. Acceptance of ads for professional development courses addressing advanced-level competencies in clinical specialty areas does not imply review or endorsement by the American Board of Physical Therapy Specialties.
5. Cancellations are not accepted after the stated closing date. All cancellations prior to space closing date must be made in writing and acknowledged by APTA.
6. Quotations or excerpts of published articles and references are eligible only if they accurately reflect the meaning intended by the author. Claims made within quotations must conform to the same standards as unquoted claims. Complete reference information or a web link to a complete reference must be included in the advertisement when a study is cited, a quotation is used, or terms such as "effective" or "proven" are used. Research must have been published in a peer-reviewed scholarly research journal.
7. Advertisements must clearly identify the advertiser and the product or service being offered. The layout, artwork, and format must be such as to avoid confusion with the editorial content of the publication. APTA may, at its sole discretion, include the word "Advertisement" prominently on

advertisements that might be confused with editorial pages. Comparisons with, or disparagements of, a named competitor's product, service, or company will not be accepted. Sensational language, such as the extravagant use of superlatives or punctuation marks, will not be accepted. Advertisements that use sexually provocative language or illustration will not be accepted.

8. You and your advertising agency, if applicable, assume full liability and you are responsible for any claims arising from them against APTA. APTA is not liable for errors in lead generation services or ad index. APTA will not accept advertisements for any product, apparatus, instrument, device, or pharmaceutical product that is the subject of litigation pending before the Food and Drug Administration (FDA). Advertising will be accepted in cases of pending compliance or noncompliance with the FDA requirements if the advertisement includes a disclaimer in the copy stating: "FDA approval pending." Errors in ads must be noted immediately. APTA will not offer credit if an ad repeats incorrectly. APTA will not be bound by any conditions, printed or otherwise, appearing on any insertion order or contract when they conflict with terms and conditions of APTA's published rate card.
9. You agree to comply with all privacy, testimonial, and other applicable laws, including Canada Anti-Spam Law (CASL). Placing an advertisement with APTA denotes a statement by you that your advertisement and actions therewith are in compliance with CASL. Please seek advice of counsel with any question you may have regarding your advertisement and CASL.
10. APTA prohibits preferential or adverse discrimination on the basis of race, creed, color, sex, age, national or ethnic origin, sexual orientation, disability, or health status in all areas including, but not limited to, its qualifications for membership, rights of members, policies, programs, activities, and employment practices. APTA is committed to promoting cultural diversity throughout the profession.
11. APTA is opposed, as a matter of health care policy, to arrangements under which sources of referral (including physicians) stand to profit from referring patients for physical therapy. The policy, adopted by the House of Delegates, states: "The American Physical Therapy Association opposes ... participation in services that is in any way linked to the financial gain of the referral source." Financial Considerations in Practice (HOD 06-99-13-17). Because of this policy, APTA does not accept job listings for positions in a practice if any physician or other referral source has a financial interest in the practice and refers patients to an employed physical therapist or to a physical therapist who supervises an employed physical therapist assistant. All employers submitting job listings must make the following certification:

"I certify that no referral source (including any referring physician) has a financial interest in the practice that has the position that is the subject of this advertisement."
12. All advertisements or postings for jobs must be for *bona fide* open positions at a specific location. As such, APTA reserves the right to cancel any posting, or any contract with a company that submits a posting, with no refund of money that in APTA's sole determination violates this *bona fide* open position requirement. APTA may at any time—but are not obligated to do so in making a determination of *bona fide* positions—request documentation from the agency, or request written confirmation from the employer that they have given authorization to the agency to recruit for that position. In the absence of written job orders from the company, APTA will require written confirmation from the employer (via email or fax) verifying that the agency is authorized to recruit

for the position. Provision of documentation does not guarantee that APTA will accept a posting if the association still determines that it does not represent a valid open position.

13. You assume any and all liability associated with your advertisement. You agree to indemnify and hold APTA harmless with respect to your ad.