



# Arbitron's Code of Ethics and Conduct



## Arbitron's Code of Ethics and Conduct

Since 1949, when Arbitron began its audience research business, the company has been guided by high standards of ethical behavior. This *Code of Ethics and Conduct* ("Code") provides guidance as to the appropriate behavior expected of all company directors, officers and employees. Any violation of this *Code of Ethics and Conduct* will be taken very seriously and may result in disciplinary action, which could include suspension, and/or termination, and criminal or civil action, if warranted.

Today, Arbitron continues to maintain high ethical standards by focusing on our core values:

### **Honesty and Integrity Come First**

In life, in business and especially in our business, this has to be value #1. Honesty underlies everything we do and everything we say: to every customer, to each other and to everyone with whom we work. Integrity means that people can trust that the values we state are the values that we live.

### **Customer Satisfaction Drives Business Success**

We are in business to make money by serving customers. It is important that we define our accomplishments in terms of customer satisfaction rather than our own perceptions. If we really take care of our customers, we will grow the business, earn more money—and also satisfy the needs of Arbitron employees and our shareholders. Focusing on customers and their needs is what directs our efforts to improve quality, to increase perceived value and to create new products that help our customers succeed in their business.

### **Individual Initiative Plus Teamwork Produces Results**

Great ideas become business successes through a marriage of individual initiative and teamwork—there is no magic formula. We need both individual and team excellence in unlimited quantity, and we need to reward both kinds of behavior when they produce results.

### **Accountability**

We will hold ourselves accountable to ourselves, to our customers and to all our many constituencies to do what we say we will do. Great ideas for growth as well as continuous process improvement are essential, but must be matched by an equally great commitment from everyone at Arbitron to seeing them brought to fulfillment, whether in accomplishing our everyday tasks or in bringing something new to the market.

### **Arbitron Is Only as Good as Its People**

What makes us great, and will keep us great, are the people of Arbitron. Technologies, methodologies, hardware and software are soon obsolete. It is the inventiveness, the diversity of perspective and the commitment of Arbitron people that must constantly refresh and reinvent what we do and how we do it.

As employees, we will invest our abilities in Arbitron, and Arbitron in turn will both invest in us and in making this a place where the best people will want to work. We also believe that motivated, productive people require a balance of work, home and community, and we will continue to evolve the workplace to support that objective.

*This Code of Ethics and Conduct expands on these values and applies not only to our internal relationships, but also to those with our customers, suppliers, shareholders and any third party as well. The Code also serves to provide guidance as to what is and is not acceptable workplace/company behavior. All employees and directors are expected to adhere to these practices and to challenge any action they perceive may be in violation. As you will read, it is always better to consult with your manager, Organization Effectiveness or an Arbitron lawyer if you are in doubt as to whether an activity or conduct is acceptable under our guidelines.*

## Arbitron Principles

The following principles form the foundation of our *Code of Ethics and Conduct* and should be adhered to by all Arbitron employees:

- We will treat each other with respect.
- We will deal fairly and honestly with those whose interests we affect and treat them as we would expect them to treat us if the situation were reversed.
- We will forgo any business opportunity that requires a violation of the law or these principles.
- We will undertake only those business activities that would stand up to public ethical review.
- We will disclose any conflict of interest we may have regarding our responsibilities to Arbitron and remove the conflict where required.
- We will refrain from any act if we are in doubt about its legality or ethical appropriateness.
- We will help employees resolve any ethical dilemma they may face and provide an environment where employees may question a company practice without suffering any retaliation or retribution.
- We will conduct our work activities in a professional manner.

## The Arbitron Workplace

### **Ethical Behavior Expected**

Ethical behavior includes treating our customers, suppliers and coworkers with respect, and conducting business with the highest degree of honesty, personal integrity and professionalism.

### **Equal Employment Opportunity**

Arbitron recognizes the value of diversity and is committed to complying with the law and spirit of current equal employment opportunity laws. This commitment applies to all aspects of the employment relationship, including (but not limited to) recruiting, hiring, promotion, transfer, discipline, workforce reduction, termination, work assignments, training and compensation.

### **Arbitron Values a Drug-Free and Safe Workplace**

Arbitron is committed to providing a work environment free of illegal drugs and the inappropriate use of alcohol. Alcoholic beverages should not be brought onto company-owned or leased property unless for a company-sponsored or sanctioned event. The sale, purchase, transfer, use or possession of illegal drugs will result in immediate termination. Please refer to Arbitron's *Policy on Drugs and Alcohol*.

### **Internet and E-Mail Use**

Arbitron access to the Internet and e-mail is intended to be used for Arbitron business purposes. Employees are expected to be respectful and use appropriate language in all their communications both inside and outside the company. In addition, employees should have no expectation of privacy in their use of the Internet and e-mail in the workplace. Please refer to Arbitron's *Acceptable Use Policy* that you signed upon joining Arbitron. Please also see *Workplace Privacy*.

### **Resolving Workplace Conflicts**

In the event that a dispute arises between employees, between an employee and a manager or between an employee and the company that cannot be resolved through good faith and honest communications, Arbitron offers a dispute resolution forum through Organization Effectiveness. Please contact an Organization Effectiveness representative.

## Professional Conduct

### **A Workplace Free of Unprofessional Conduct Is Fundamental**

Arbitron seeks to provide a productive work environment that is characterized by professionalism, courtesy and respect for all employees, and to protect all employees and applicants for employment from unprofessional conduct in the workplace. Therefore, Arbitron will not tolerate unprofessional conduct in the workplace, which can take the form of discrimination or harassment, whether sexual or otherwise.

Unprofessional conduct prohibited by this policy includes harassment (which includes, but is not limited to: slurs, jokes and other verbal, graphic or physical conduct relating to an individual's personal characteristics) and discrimination on the basis of an individual's race, color, national origin, ancestry, creed, religion, sex (including pregnancy, childbirth or related medical conditions), sexual orientation, gender identity or expression, age, physical or mental disability, medical condition, military or veteran status, marital or civil union status, family responsibilities, personal appearance, political affiliation, genetic information or any other characteristic protected by federal, state or local law.

### **Addressing Unprofessional Conduct**

Employees have both the right and the responsibility to address any concerns they have in this regard. If you experience, witness or have information about potential unprofessional conduct, you must promptly report it to the Organization Effectiveness staff or the Legal and Business Affairs Department, both of which are available to assist you in this area. All reports of unprofessional conduct, harassment, discrimination and other violations of Code policies will be reviewed promptly and thoroughly. All employees must cooperate in investigations. Retaliation against an employee who reports unprofessional conduct or assists in an investigation into suspected unprofessional conduct is strictly prohibited. For more information, see *Where to Go for Assistance*.

Employees who are found to have violated Arbitron's policy against unprofessional conduct will be subject to discipline, up to and including termination of employment.

## Marketing Arbitron's Services

### **Disparaging Competitors Is Prohibited**

Arbitron's services must be marketed and licensed on their capabilities and benefits to particular customers. Never disparage our competitors, their products or their employees.

### **Truth in Marketing**

Accurately represent Arbitron's services in all marketing, advertising and sales contacts. If comparisons are made between Arbitron's services and those of a competitor, be very sure of the facts. Use information from knowledgeable and reputable third parties whenever possible.

### **Improper Payments**

Arbitron employees shall not make or offer payments or provide anything of value in order to improperly influence a decision maker. Examples of improper payments are those intended to influence customers, suppliers or governmental entities—including their officials or employees—to obtain or retain business; to persuade any officials or employees of another company to fail to perform or improperly perform their duties; or to influence legislation. Arbitron employees shall also not make or offer a payment to any foreign official to affect any governmental act or decision or to assist the company in obtaining or retaining business. Also, please see the section entitled "Political Activity and Interaction With Government Officials."

### **Doing Business With Governments**

The procurement processes of federal, state or local governments involve rules and regulations that often are more extensive than those Arbitron encounters in its standard commercial business. Some of the laws and regulations governing doing business with the U.S. government include the Truth in Negotiations Act, the Federal Government Procurement Integrity Act, the Byrd Amendment, the

Anti-Kickback Act and special rules concerning subcontracting, recording and charging of costs, the hiring of former government employees, prohibitions against gifts, meals or gratuities for government personnel and design, manufacturing, testing and quality control. Special care must be taken to comply with these unique rules and to ensure the accuracy of all data submitted to government entities. Similar care must be taken to ensure compliance with foreign government procurement laws. If you are conducting business with any governmental entity on behalf of Arbitron, contact the Legal and Business Affairs Department for further guidelines regarding the laws and regulations applicable to those entities whether located in the United States or abroad.

#### **Conducting Business in a Foreign Country**

Conducting business in a foreign country can raise complex legal and financial issues. Arbitron employees must consult with the Legal and Business Affairs Department to ensure unnecessary legal and financial exposure is avoided. For example, if Arbitron owns property or executes a contract in a foreign country, there may be corporate tax consequences to the company in the foreign jurisdiction. Arbitron employees may also be subject to personal income tax based on the length of their stay in a foreign country. To address these and other situations, contact an Arbitron lawyer prior to conducting business outside the United States. Please see the Export and International Travel Policy for Arbitron Inc.

## **Gift, Meal and Entertainment Limitations**

To ensure that business-related gifts, meals or entertainment are not subjects of abuse, Arbitron only permits them to be given or received if:

- They are associated with a business purpose and are appropriate as to time and place
- They are of limited and reasonable value, are not intended to influence and do not give an appearance of influencing the recipient
- They do not violate any law or generally accepted ethical standards concerning bribes or payoffs, including the standards of the recipient's organization
- They are consistent with accepted business practices and could withstand public ethical review

Many governments prohibit conduct that may be acceptable behavior in the private business world. Refer to the section, "Doing Business With Governments," and "Political Activity and Interaction with Government Officials" for information about rules and regulations Arbitron must follow when doing business with governments. In countries where local custom is so strong that to refuse a gift or to not reciprocate with a gift would be considered an insult, you may give and receive gifts of modest value if you obtain prior approval by a lawyer in the Legal and Business Affairs Department. These gifts must be lawful and properly reported. Arbitron employees must decline or return excessive gifts, favors or offers of entertainment that violate these guidelines, and inform the offeror of Arbitron's policy.

## **Protecting Arbitron's Proprietary Information and Other Assets**

#### **Protecting Arbitron's Proprietary Information**

The protection of Arbitron's proprietary information against loss, theft or misuse is a fundamental responsibility of every employee.

Proprietary information is information that is not generally known outside of Arbitron, and only Arbitron's executive officers or lawyers may determine which proprietary information, if any, may be released. Examples of Arbitron's proprietary information include but are not limited to:

- Arbitron technology, methodology and database(s)

- Business plans or statistics, including information about earnings, gross or operating margins, expenses, order levels, customer base and financial forecasts (other than those already published in Arbitron news releases, annual and quarterly reports, and other documents filed with the Securities and Exchange Commission [“SEC”])
- Pending acquisitions, divestitures and mergers
- Specific customer transactions, unless previously announced through news releases
- Unannounced products and services
- Pricing strategies
- Identification of stockholders, unless publicly disclosed
- Changes in dividend policy, stock splits, stock dividends and proposed issuances of new securities
- Impending changes in senior management
- Any litigation
- Identification of survey respondents

#### **Contacts With the News Media and Analysts**

Arbitron is as open and candid with the media and analysts as possible, but there are times when we cannot or will not provide requested information. In addition, it is Arbitron’s policy never to comment on rumors, because to respond to any one rumor may obligate the company to respond to others or to update previous comments if circumstances change.

It is mandatory that all contacts with the news media be handled only by Arbitron’s SVP, Corporate Communications and Investor Relations or by the Company’s Media Relations manager. It is the role of Corporate Communications and Media Relations to work with senior executives to determine if any comment is warranted, what our comments would be and who would be the appropriate spokesperson. If you get a call from a reporter, you should immediately refer the reporter to the Media Relations department and tell the reporter to call (410) 312-8500.

It is mandatory that all contacts with analysts be handled only by Arbitron’s SVP, Corporate Communications and Investor Relations. Failure to observe this policy could violate Arbitron’s Public Disclosure Policy, Regulation FD (“Fair Disclosure”) of the SEC; and/or it could inadvertently spread misinformation, causing tremendous damage to Arbitron. Failure to follow this policy will subject an employee to discipline, up to and including termination. If you get a call from an analyst, you should immediately refer the analyst to the Investor Relations department and tell the analyst to call (410) 312-8239.

Under Regulation FD, an SEC rule that regulates how public companies disclose information to the public, companies must take reasonable steps to disclose important information to all market participants at the same time. The consequences for failing to comply with Regulation FD are severe and could subject Arbitron and responsible officials to government enforcement lawsuits. Arbitron’s Public Disclosure Policy is designed to comply with Regulation FD, to maintain Arbitron’s credibility with the market and to enhance shareholder value. You are responsible for complying with Arbitron’s Public Disclosure Policy. In addition, you are reminded that under federal law and Arbitron’s Insider Trading Policy, you are prohibited from trading in Arbitron’s securities (or “tipping” others) while in possession of material, nonpublic information. Compliance with Regulation FD does not protect Arbitron or others against any liabilities arising from violation of any other securities laws or regulations. Any question regarding this may be directed to a member of Arbitron’s Regulation FD Committee, composed of the chief financial officer, chief legal officer and chief executive officer. Violation of these policies or of any securities laws or regulations will subject an employee to discipline, up to and including termination.

#### **Your Nondisclosure and Assignment Obligations**

You are responsible for protecting company confidential information from disclosure. Even if you retire or leave Arbitron, you may not disclose proprietary information or use it in any unauthorized manner. When you became an employee, you agreed to assign your right, title and interest in

inventions, improvements, discoveries, software and writings (collectively “work product”) to Arbitron. In addition, you agreed to disclose in writing all inventions, improvements, discoveries, software and writings that are conceived, made or written jointly or singly on Arbitron time or on your own time, provided the invention, improvement, discovery, software or writing is capable of being used by Arbitron in its normal course of business. All work product under this Agreement belongs solely and exclusively to Arbitron, unless such work product was developed entirely on an employee’s own time involving no time or work that was performed for Arbitron, and the work product does not relate at the time of its conception or reduction to practice to Arbitron’s business or to anticipated research or development work by Arbitron. Consult the *Employee Disclosure and Assignment Agreement* you signed upon joining Arbitron, or contact the Legal and Business Affairs Department with any questions.

**Guidelines for Handling Confidential Information to Avoid Inadvertent or Premature Disclosures**

- No communication to clients or other employees and/or third parties about confidential meetings, pending decisions, negotiations, etc., unless authorized to disclose the information by the deciding committee and/or Arbitron’s executive staff. This includes phone calls, e-mails, faxes, memos, etc.
- Do not forward and/or cut and paste confidential Arbitron e-mails, minutes, meeting requests, etc.
- Start and end confidential meetings with a reminder about Confidentiality.
- Mark all documents and e-mails containing confidential information with a confidential marking such as:
  - » “Confidential”
  - » “Confidential — Do Not Disclose”
  - » “Confidential — Do Not Forward”
  - » “Confidential — For Internal Review Only”
  - » “Confidential — For Internal Discussion Purposes Only”
- If you’re unsure if you can forward an e-mail, contact the person who sent you the e-mail before forwarding the e-mail.
- If you’re forwarding a long e-mail chain, review the contents of all included e-mails first to avoid inadvertently disclosing confidential information.
- Communications from the Legal Department—Attorney-Client Privilege:
  - » Do not forward and/or cut and paste Attorney-Client Privileged communications (includes e-mails and voice mail messages from Arbitron attorneys, whether they’re marked “Do not forward” or not)
  - » Do not cc: or forward Attorney-Client Privileged communications internally or externally
  - » Sharing communications from the Legal Department may destroy the privilege and expose such communications to discovery in litigation

**Use of Company Property**

Arbitron property is to be used only for company purposes. Misuse of Arbitron equipment, tools, supplies, networks, software and other assets for personal gain not only violates Arbitron’s policies, but may also violate tax or other laws.

## Third-Party Proprietary Information

**Improper Receipt of a Third Party’s Proprietary Information**

Arbitron employees have an obligation not to misuse or steal the intellectual property of any customer, supplier, business partner, competitor or other company. Arbitron periodically gets information about other companies to assist in marketing or other legitimate activities. This is acceptable when the information comes from proper sources, which generally means information that is published or in the public domain, independently developed or lawfully received from the owner or a third party. Employees may not, however, engage in industrial espionage or acquire

information about other companies through improper means. Improper behavior includes persuading present or former employees of another company to divulge confidential information, or receiving information that was illegally or improperly acquired by another party. If you come into possession of information from another company that has proprietary markings or that you believe may be proprietary, you must determine if Arbitron is authorized to have it. If you are not sure, contact an Arbitron lawyer. If Arbitron should not have the information, an Arbitron lawyer is the proper person to return the information to its owner, and an Arbitron lawyer is who you should contact in that situation, as soon as possible.

#### **Protecting Properly Received Proprietary Information**

Companies sometimes will provide proprietary information to Arbitron. When Arbitron properly receives such proprietary information, there should always be a written nondisclosure agreement that defines Arbitron's obligations for the use and protection of the information. This agreement should be reviewed by an Arbitron lawyer before it is signed and may only be signed by a member of Arbitron's executive staff. Once the information is entrusted to Arbitron, you must protect its confidentiality and limit your use of it to what is authorized by the agreement. You also are responsible for making sure that only authorized employees have access to the information.

#### **Use of Copyrighted, Licensed Software**

Arbitron licenses the use of computer software from a variety of outside companies and prohibits the unauthorized duplication and use of copyrighted, licensed software. This includes use of software on local area networks or on multiple computers. Copies may be made only to provide necessary backup unless otherwise authorized by the software developer/owner. It is the responsibility of each employee to determine whether software is properly licensed, and any employee learning of any misuse of software or related documentation within the company is to notify his or her manager or an Arbitron lawyer. Illegal reproduction of software may result in civil damages and criminal penalties. Disciplinary action up to termination may also be taken.

## **Securities Laws**

#### **Insider Trading**

Any employee can be liable for insider trading if he or she buys or sells Arbitron securities (including debt securities and exchange-traded stock options) based on information not publicly available that could affect the price of the securities. Employees can also be liable for insider trading if they trade securities of any other company about which they have obtained material nonpublic information through Arbitron (such as information about a pending acquisition by Arbitron). Any employee can be in possession of material nonpublic information and face insider trading risk. For example, an employee who prepares, types, copies or sees papers related to earnings, products, financial situations, production problems, divestitures or acquisitions could be in a risk position when trading in Arbitron securities before this information becomes public. Additionally, in accordance with Arbitron's Insider Trading Policy and Procedures, directors, executives, other key employees or any employee who has material nonpublic information may not trade Arbitron securities from the first day of the first month in each quarter until the second trading day after the earnings release for the immediately preceding quarter.

#### **Nonpublic Information of a Material Nature**

To comply with SEC regulations, do not buy or sell securities at a time when you have nonpublic information of a material nature about Arbitron or any other company; you must wait until that information becomes publicly available. In addition, do not give information or tips to family, friends or anyone outside of Arbitron so they can trade on the basis of material nonpublic information. As an example, public reports filed with the SEC and other public communications are considered to be "publicly available."

## Antitrust Laws

United States antitrust laws serve to protect and encourage competition based on price, quality and service by prohibiting actions that could unreasonably restrain the functioning of a free and competitive marketplace. The antitrust laws cover a wide variety of behavior, including agreements to restrain trade; illegal monopolies and attempts to monopolize; certain mergers; unfair methods of competition; and price discrimination. You should be aware that antitrust laws follow employees outside the United States and therefore anticompetitive behavior by an employee conducted inside the United States or while in another country may subject Arbitron and/or the employee to criminal and/or civil penalties.

**Examples of possible violations of these laws include:** agreements among competitors to fix prices or terms of sale, divide markets, jointly control production or boycott certain suppliers or market segments.

You should avoid discussions with competitors related to market share, projected sales for any specific product or service, revenues and expenses, production schedules, inventories, unannounced products or services, pricing strategies, marketing or other proprietary information. These guidelines apply to all contacts you may have with competitors, including those at trade shows, meetings or professional organizations.

Always contact an Arbitron lawyer if you feel that certain behavior raises anticompetitive concerns.

## The Federal Trade Commission Consent Decree

For more than 40 years, Arbitron has conducted its business within the requirements of a Federal Trade Commission order, known at Arbitron as the “FTC Consent Decree.” Specifically, this Decree prohibits certain representations while requiring that certain disclosures be made. Arbitron complies with the Decree through our “Limitations” and “Description of Methodology” sections in our reports, publications and contracts.

### Highlights of the 1962 Decree include:

- Full disclosure of the methodologies used in audience measurement services
- Prohibition of making certain representations in selling or offering to sell an audience measurement service unless the proper qualifications and limitations regarding probability sample, sampling error and accuracy or reliability of data are also expressed
- Prohibition of making statements that any steps or precautions are taken to ensure the proper maintenance of diaries unless such steps or precautions are in fact taken
- Prohibition of representing the data as anything other than estimates
- Prohibition of making a statement that the data are accurate to any precise mathematical value
- A requirement that certain affirmative representations be made in reports regarding nonresponse and its effect on the data, the hearsay nature of the diarykeeper’s response, the fact that projections have been made and the limitations and deficiencies of the techniques or procedures used

To ensure continued compliance, all employees must be careful in describing claims concerning our data. The following are brief examples of words that should be avoided and those that may be used in their place:

Do Not Use	Use
Accurate or Reliable	Estimate
Calculate	Determine, estimate, assess
Prove	Substantiate, supporting data
Show	Indicate, provide
Will solve	...information will help solve...

Please contact an Arbitron lawyer with any questions on the FTC Consent Decree and for a more detailed analysis.

## Export Trade Laws

Arbitron is committed to compliance with applicable laws that control the export of commodities and technologies that Arbitron may export from time to time. Before an export takes place, the matter must be brought to the Legal and Business Affairs Department to ascertain which export laws and regulations apply. Failure to comply with applicable laws and/or regulations could result in the imposition of significant civil and/or criminal penalties against the company and individual employees.

Many products, software and associated technical or commercial data may not be exported without prior written approval from the United States government, and in some cases, export licenses must be obtained prior to exportation. The United States government also prohibits exports to certain countries, companies and individuals for both national security, foreign policy and non-proliferation purposes. Prospective exports should be screened both from the perspective of their end user and their end use. Arbitron is responsible for ensuring that items delivered abroad are not diverted to restricted countries. There are a variety of transactions that may be considered exports requiring government approval, including:

- Shipping data or software electronically to an Arbitron facility in another country
- Performance of a technical service in a foreign country
- Conversations of a technical nature with a citizen of another country, even when the foreign citizen is in your country, may be considered an export (for example, in the U.S. you must have written U.S. government approval to release certain technical data even in casual conversations)
- Disclosures to foreign visitors touring Arbitron facilities

If you have any doubt about a pending situation, or need to discuss the specific government restrictions, check the *International Export and Travel Policy for Arbitron Inc.* and/or consult with an Arbitron lawyer.

## Purchasing Goods and Services

### **Competitive Procurement**

Competition among Arbitron's suppliers is necessary to ensure that we buy high-quality materials and services at the best possible prices. Be fair and impartial in your treatment of suppliers, and insist that they compete for business based on our requirements.

### **Avoid Reciprocity**

Employees should never suggest or imply to a supplier that it cannot sell to Arbitron unless that supplier buys our services in return. This may constitute reciprocal dealing, which can undermine our commitment to procure for Arbitron the best-quality products and services at the best price. This conduct may even be unlawful. This does not mean that an Arbitron customer cannot also be a supplier. It means that our decision to use customers as suppliers will be based on their merits as suppliers and Arbitron's requirements.

### **Consultants**

Generally, a consultant is engaged when Arbitron has the right to control only the result of the work and not the method, means or schedule of the worker. If Arbitron controls how, what and when the work will be done, then the worker is an employee and not a consultant. The manager responsible for a project must approve the use of consultants, and a written contract must define the relationship. Arbitron has standard Consulting Services Agreements and Nondisclosure Agreements available through the Legal and Business Affairs Department. Contracts with consultants must

include a clear statement of the work the consultant is to perform and specifically address any conflicts of interest, disclosure rights, ownership rights, requirements for written reports of work performed and compliance with all applicable laws. Your business unit may have additional policies and procedures that must be followed when hiring consultants. Obviously, consultants may not be hired to do anything illegal, of questionable propriety or inconsistent with this *Code of Ethics and Conduct*.

## Conflicts of Interest

It is important for employees to avoid situations that place their personal interests in conflict with those of Arbitron. Not only are actual conflicts to be avoided, but also relationships that even raise the appearance of a conflict of interest are to be avoided. Arbitron employees should not have any business or financial relationships with customers, suppliers or competitors that could in any way impair or appear to impair the proper performance of their jobs, unless the relationships have been disclosed and approved by an Arbitron lawyer or Organization Effectiveness. In addition, as employees of an audience ratings company, Arbitron employees must avoid personal communications with media (including but not limited to TV, radio stations, online) that could impair or appear to impair Arbitron's impartiality or its credibility in its ratings services. Notwithstanding the foregoing, nonemployee directors may hold ownership interests in radio stations that are not considered significant ownership interests, and they may also hold significant ownership interests in up to three radio stations, provided that such significant ownership interests are disclosed to the Board of Directors and the Board of Directors does not object to such ownership. Ownership interests of less than five percent of the voting securities of a radio station will normally not be considered a significant ownership interest, unless it is a large enough investment to influence the director's actions as an Arbitron director.

### **Examples of Certain Prohibited Employee Conflict Situations:**

- Competing with Arbitron by marketing either products or services that compete with Arbitron.
- Working for a competitor of Arbitron as an employee, consultant or member of its board of directors.
- Using corporate property, information or position for personal gain.
- Entering into any business relationship that could reasonably be interpreted as not being in the best interests of Arbitron.
- Owning a competitor's stock (except through a mutual fund). Ownership of less than five percent of stock in a publicly traded company will normally be permitted, unless it is a large enough investment to influence your actions as an Arbitron employee. This restriction applies to all members of an employee's household.
- Working for a radio station, TV station, cable system or online; participating in any radio, TV or cable contests, clubs or groups; or receiving regular newsletters, e-mails, faxes, etc., from a radio station, TV station or cable system (regular mailings sent to cable subscribers are fine). This applies to all radio station webcasts on the Internet as well. All members of an employee's household are also subject to this restriction.
- Any personal communications with media (such as e-mailing, phoning or writing) that may have an implication on Arbitron's business.
- Soliciting or accepting money, gifts or any other form of compensation from any supplier to represent their interests at Arbitron.
- Acting as a supplier or subcontractor to Arbitron in your own right, or through a company in which you or a family member are a part owner. Any exceptions to this rule must be approved by an Arbitron lawyer.
- Conducting business with former employees of Arbitron prior to one year after the termination of their employment. If you seek to make an exception, to guard against potential conflicts of interest and to ensure that any potential contract employee arrangement is in accordance with IRS regulations, discuss the proposed relationship with an Arbitron lawyer.

- Investing in a company in which Arbitron has or is making an investment without prior approval from an Arbitron lawyer—unless Arbitron’s investment or investing activity has been publicly disclosed, your investment in that company is made during a public offering or through a securities exchange or national automated quotation system at the market price, and you were not in possession of material nonpublic information about the company when you invested.

## Environmental, Health and Safety Laws and Regulations

All of Arbitron’s operations must be conducted in compliance with all applicable environmental, health and safety laws and regulations. Arbitron policies mandate that each of its businesses establish and maintain compliance programs and monitor compliance on a regular basis; allocate sufficient resources to ensure effective compliance; periodically report compliance performance to designated individuals; provide prompt notification of any incident that may constitute a violation of any environmental, health and safety law; and act responsibly to protect employees and the environment whether or not any laws and regulations apply. For more information, please contact the Organization Effectiveness Department.

## Compliance With Government Investigations

It is Arbitron’s policy to cooperate with governmental authorities in their proper performance of inquiries or investigations. However, it is important that all such matters be properly coordinated within Arbitron. Since government investigations are normally conducted in the context of some applicable law, the Legal and Business Affairs Department should be immediately notified and brought into any investigation in which Arbitron becomes or might become involved. A “government investigation” is defined as any nonroutine inquiry regarding a possible violation of law by Arbitron, any Arbitron employee or any other company or person. It does not include routine government audits or compliance reviews. In the event of an investigation, all requests, either oral or written, for access to Arbitron files or for other information should be referred immediately to the Legal and Business Affairs Department. If a government official attempts to serve a subpoena, contact an Arbitron lawyer immediately.

## Political Activity and Interaction With Government Officials

It is the policy of Arbitron Inc. to comply with all federal, state and local laws relating to the support of candidates for public office, political activities by Arbitron employees, providing gifts or other items of value to government officials and activities to influence the decisions of government officials.

### **Political Contributions**

*By Arbitron and Certain Employees and Persons Associated with Arbitron*

Federal law prohibits corporations from making contributions (money, goods or services) to candidates, officeholders, political parties and other political organizations. The Arbitron Inc. Political Action Committee (“ARBITRONPAC”), which is funded with voluntary contributions by eligible employees, is the vehicle through which Arbitron may support candidates for federal office.

Many states and localities also prohibit corporate political contributions, and some prohibit or restrict political contributions from companies that do business with governmental entities, and from certain owners, officers and employees of such companies, as well as members of their families.

Due to the complexity and variation of the laws in these areas, Arbitron shall not make any political contribution, whether monetary or in-kind, to any candidate, officeholder, political party or other political organization, without prior approval of the Executive Vice President & Chief Legal Officer. Arbitron owners, officers, employees and family members who are subject to prohibitions or restrictions will be notified by Arbitron, and must obtain prior approval of the Executive Vice President & Chief Legal Officer for any personal political contributions in the relevant jurisdictions.

*By All Other Arbitron Employees*

Arbitron respects and supports the rights of employees to contribute their personal funds to support candidates and causes of their choice. No employee may be reimbursed by Arbitron, or receive any compensation or benefit for making a personal political contribution. In addition, no employee may coerce, or attempt to coerce, another employee to make a personal political contribution or participate in political activity. No employee may have his or her employment or future advancement conditioned in any way on the employee's support of any particular political cause or candidate.

**Volunteer Political Activity**

Arbitron employees have the right to participate personally in the political process on their own time as long as the activity does not interfere with or impair the performance of their duties for Arbitron. When engaging in personal political activity, Arbitron employees may not use Arbitron's name, or convey or suggest that their activities are supported by Arbitron.

Use of company time, funds, property or services (such as computers, conference space, supplies, delivery services and customer lists) in connection with (a) support for officeholders, candidates or political causes, (b) events at which officeholders or candidates are honored or receive an award or (c) visits by officeholders or candidates to view company facilities or meet with company employees requires the prior approval of the Executive Vice President & Chief Legal Officer.

**Influencing Government Officials**

Arbitron employees must inform the Executive Vice President & Chief Legal Officer of any communications or other interactions with federal, state or local officials that seek to influence or could be viewed as seeking to influence the official to take action in Arbitron's interests. The Executive Vice President & Chief Legal Officer will determine whether such communications give rise to any registration, reporting or other legal requirements.

Any communications or interactions by Arbitron employees with government officials regarding personal political opinions, personal issues or other personal matters must not implicitly or explicitly convey or suggest that they are related to or supported by Arbitron or any of its business interests.

**Prohibited Gifts**

Employees acting on behalf of Arbitron (or giving the appearance of acting on Arbitron's behalf) may not offer or provide any gift or other amenity to government officials or employees without the prior approval of the Executive Vice President & Chief Legal Officer. A "gift" includes meals, beverages, tickets, entertainment, commemorative items, transportation, lodging and any other goods or services of value. This policy applies regardless of whether the gift would be purchased with an Arbitron-issued credit card, an Arbitron check, by reimbursing the employee or by other means.

In limited circumstances, gifts to government officials are permitted based on personal friendships. Arbitron employees should, however, consult with the Executive Vice President & Chief Legal Officer before making such gifts.

## Keeping Books and Records

**Accurate Reporting**

Information that you record and submit internally or to any party outside Arbitron must be accurate, timely and complete so as to provide a true picture of the material. Reports must not mislead those

who receive them—whether as a result of what is said or what is not said. Employees are reminded that it is a violation of United States law to take any action to fraudulently influence, coerce, manipulate or mislead any auditor of Arbitron.

#### **Records Retention**

It is Arbitron's policy that its records be retained only during the period of their immediate use unless longer retention is required by law, litigation or court order, or for internal or historical reference. If you are unsure about the proper retention period of a particular Arbitron report, record, correspondence or other document, consult your manager or ask an Arbitron lawyer. A copy of Arbitron's Record Retention policy can be found on Arbitron's intranet.

#### **Reimbursing Employee Expenses**

Arbitron reimburses employees for authorized expenditures incurred in the conduct of company business. These expenses must be reasonable, ordinary and necessary and must be related to a legal legitimate purpose, be ethical in nature and amount and in no way compromise Arbitron's integrity or that of employees or any other company or individual. Expenses should be submitted in a timely manner. Costs must be properly recorded, with no substitutions or transfers of costs (e.g., charges incurred for a meal must not be recorded as a taxi or other non-meal charge). For complete information about Arbitron policies concerning reporting, record retention and reimbursing employee expenses, contact the General Accounting Department or Organization Effectiveness.

## **Workplace Privacy**

Arbitron's electronic and telephony systems (fax, phone, voicemail, e-mail, PCs, laptops Internet, cell phones, PDAs, etc.) are provided for business purposes. Anything transmitted by, received on or stored in these systems are the property of Arbitron. Business reasons may warrant monitoring of these systems from time to time. You should have no expectation of privacy when using these systems. Similarly, there is also no expectation of privacy in any work-related hard-copy or electronic documents.

## **Maintaining the Privacy of All Respondents**

A fundamental cornerstone of our business is our respondents' trust. Arbitron will implement reasonable standards and procedures to protect our respondents' confidentiality and use the personal information we gather in a manner consistent with what we represented to our respondents through our privacy statements and policies.

In addition to Arbitron's privacy policies implemented to protect our respondents' privacy, there are also state and federal laws and regulations that restrict how certain information may be collected and used. For instance, the United States' Children's Online Privacy Protection Act (COPPA) imposes certain obligations such as obtaining parental consent prior to the online collection of personal information from children under 13 years of age.

## **Contact Legal and Business Affairs With Questions**

In order to ensure that Arbitron is in compliance with state, federal and international privacy laws and regulations in the rapidly changing area of privacy law, please contact a lawyer in the Legal and Business Affairs Department.

## Compliance and Discipline

Failure to comply with the standards explained in this *Code of Ethics and Conduct* will result in disciplinary action that may include termination, referral for criminal prosecution and/or legal action seeking reimbursement to Arbitron for any losses or damages resulting from the violation.

### **Disciplinary action that may include termination will be taken:**

- Against any employee who authorizes or participates in actions that violate Arbitron's *Code of Ethics and Conduct*
- Against any employee who deliberately fails to report a violation or withholds relevant and material information concerning a violation
- Against the violator's superiors, to the extent that the circumstances of the violation reflect inadequate supervision or a lack of care by the supervisor
- Against any supervisor who retaliates directly or indirectly—or encourages others to do so—against an employee who reports a violation of these standards

## Where to Go for Assistance

### **Resources**

If you need help resolving an ethics issue that directly concerns you, the best resource in most situations is your manager. If you see or learn of another employee engaging in activities that appear to violate the policies in this Code, you should bring it to the attention of that employee or that employee's manager if at all possible.

If these approaches do not seem appropriate or they do not resolve the problem, you should feel comfortable reporting to the following individuals:

- An Arbitron lawyer
- An Organization Effectiveness representative
- A member of the executive staff
- The Audit Committee and the Arbitron Board of Directors

**Ethics Hotline:** In addition to the resources mentioned above, employees may anonymously report a violation of our *Code of Ethics and Conduct* by calling Arbitron's confidential toll-free hotline: 1-800-824-5978. This hotline is available to employees 24 hours a day, seven days a week, and is operated by a respected third-party company with experience in this area. Anonymous callers are asked to provide detailed information so Arbitron may conduct a thorough investigation.

### **You Will Be Protected if You Take Action**

It is vitally important that you ask for help when you need it and that you report possible violations of the law or of Arbitron's *Code of Ethics and Conduct*. You will not lose your job or be placed at any career disadvantage for questioning an Arbitron practice or reporting a possible violation of the company's policies. Arbitron will investigate possible violations. In doing so, it will respect the rights of all parties concerned. If a violation is found, Arbitron will take appropriate disciplinary action, up to and including termination and filing of criminal charges. The identity of employees reporting possible violations will be kept confidential to the extent possible.

### **When You Seek an Exception**

Policies and practices sometimes have exceptions. If you encounter a situation that is not covered by this *Code of Ethics and Conduct* or seems to require an exception, talk with your manager. Your manager will consult with executive management and/or an Arbitron lawyer to determine if an exception is warranted. Notwithstanding anything else stated in this *Code of Ethics and Conduct*, any waivers for executive officers or directors must be approved by the Board of Directors or a committee of the Board to whom the Board has delegated that authority. Granted waivers will be publicly disclosed in accordance with New York Stock Exchange and SEC regulations.

IMPORTANT NOTE: THIS DOCUMENT IS NOT A CONTRACT. NOTHING CONTAINED IN IT IS INTENDED OR SHALL HAVE THE EFFECT OF CREATING A CONTRACTUAL RELATIONSHIP BETWEEN YOU AND ARBITRON. EMPLOYMENT WITH ARBITRON IS “AT-WILL” – MEANING THAT EITHER YOU OR ARBITRON CAN END THE EMPLOYMENT RELATIONSHIP AT ANY TIME, FOR ANY REASON, OR FOR NO REASON AT ALL, WITH OR WITHOUT NOTICE BEFOREHAND.

## Acknowledgment

After reading Arbitron's *Code of Ethics and Conduct*, please complete the following acknowledgement and promptly return this page to your manager.

I have read and understand *Arbitron's Code of Ethics and Conduct* (the “Code”). I further acknowledge that it is my responsibility to comply fully with the Code and that any violation of the *Code* will be taken very seriously and may result in disciplinary action, which could include suspension, and/or termination, and criminal or civil action, if warranted.

**Important Note:** The Code is not a contract. Nothing contained in it is intended or shall have the effect of creating a contractual relationship between you and Arbitron. Employment with Arbitron is “at-will”—meaning that either you or Arbitron can end the employment relationship at any time, for any reason, or for no reason at all, with or without notice beforehand.

<b>Signature</b>	
<b>(Print Name)</b>	
<b>Date</b>	

*(Note: Tear page out of this booklet, sign and give to your manager.)*

