

Advertising conditions

Every advertiser and or advertising agency (Advertiser) who places material for publication in a publication of News Magazines Pty Limited (Publisher) (ABN 57 088 923 906) agrees to the conditions set out below.

A. General

1. Every advertisement submitted for publication must comply with and is subject to conditions or requirements set out in rate cards, space or insertion orders and any rules applicable to the advertising material.
2. Every advertisement is subject to Publisher's approval and Publisher may at its absolute discretion at any time refuse to publish any advertisement without giving any reason. In case of refusal, no charge to Advertiser shall be incurred but Publisher shall not be responsible for any loss of any nature arising from refusal or failure to publish.
3. Publisher owes no duty to Advertiser to review, approve or amend any advertisement and no review, approval or amendment by Publisher will affect Advertiser's responsibility for the content of the advertisement.
4. Publisher accepts no responsibility for any error when instructions or copy have or has been taken over the telephone unless Publisher receives written confirmation of the instructions or copy before the normal copy deadline as advised by Publisher in the rate card or otherwise. It is the responsibility of the Advertiser to notify Publisher of any error immediately it appears. Unless notified, Publisher accepts no responsibility for any recurring error.
5. Publisher has no liability to Advertiser for any direct or Indirect Loss in relation to any failure of telecommunications services or systems which affect the receipt by Publisher of an advertisement, a notice or communication of any kind or the publication of an advertisement or campaign.
6. Publisher may, under pressure of deadline and without prior consultation or notice to Advertiser, amend any advertisement in any terms whatsoever, if Publisher perceives it to be (i) in breach of any law of Australia or of any state (whether civil or criminal), (ii) in breach of any pre-existing publishing agreement entered into by Publisher, (iii) defamatory, (iv) in contempt of court or parliament, (v) otherwise likely to attract legal proceedings of any kind, (vi) offensive. Should Publisher so amend the advertisement, the agreed price shall not be reduced. Publisher is not responsible for any loss of any nature arising from amendment.
7. If any advertisement is specifically accepted for publication in a specific advertising category of a publication then, without prior consultation with Advertiser, Publisher may: (i) position the advertisement anywhere within the category at its discretion, unless a specific placement has been agreed in writing, (ii) reposition that category within the publication, (iii) alter the date of publication of that category. In case of (iii), if Advertiser did not agree to the altered date prior to publication, then if within 5 days of publication of the advertisement Advertiser notifies Publisher in writing that Advertiser has suffered adverse effects of a substantial nature which were directly caused by the altered date of the publication and Advertiser provides to Publisher clear evidence of such adverse effects, the Advertiser will incur no charge for that particular advertisement. Publisher is not responsible for any direct or Indirect Loss of any nature arising from the operation of this clause.
8. If an advertisement is specifically accepted for publication in a particular advertising supplement of a publication then, without prior consultation with Advertiser, Publisher may: (i) position the advertisement anywhere within the supplement at its discretion, unless a specific placement has been agreed in writing, (ii) alter the date of publication of that supplement, (iii) cancel the supplement. Case (i) shall not mitigate Advertiser's liability to pay. Case (ii) shall not mitigate Advertiser's liability to pay unless Advertiser did not agree to the altered date prior to publication and within 5 days of publication of the advertisement Advertiser notifies Publisher in writing that Advertiser has suffered adverse effects of a substantial nature which were directly caused by the altered date of the publication and Advertiser provides to Publisher clear evidence of such adverse effects, in which case the Advertiser will incur no charge for that particular advertisement. Should (iii) occur Advertiser shall incur no charge. Publisher is not responsible for any direct or Indirect Loss of any nature arising from the operation of this clause.
9. Cancellations by the Advertiser must be made, in writing, prior to deadlines set out in the relevant rate card. Failure to do so will relieve the Publisher of any obligation to comply with the cancellation request and will, entitle the Publisher to charge as if the relevant advertisement were published without any cancellation having been received by Publisher prior to the deadline.
10. Publisher is not liable to Advertiser for any direct or Indirect Loss of any nature arising from the total failure of Publisher, whether negligent or otherwise, to publish an advertisement or from the failure of Publisher to publish an advertisement in the form prescribed. In the first case Advertiser shall incur no cost; in the second case and subject to the remaining advertising conditions set out here, the agreed rate shall be reduced according to circumstances.
11. Nothing in these terms and conditions excludes or varies any warranty or liability of Publisher under the Trade Practices Act 1974 (Cth) or equivalent State or Territory legislation that cannot by law be excluded, restricted or varied. In relation to Publisher's liability for any breach of warranty implied by law, and for any other breach of these terms and conditions by Publisher, to the extent permitted by law, whether based in statute, common law or otherwise, the Publisher limits its liability, at Publisher's option, to republication of the relevant advertisement, or payment of the cost of republishing the relevant advertisement.
12. Rates are based on the understanding that the monetary level ordered be used within the period of the order. Maximum period of any order is one year. Should an Advertiser fail to use the total monetary level ordered the rate may be amended by Publisher to that applicable to the amount of

- space used. Misplacement, rejection or omission of an advertisement does not invalidate a monetary level ordered. Where a monetary level has been ordered for a period of time and not renewed, casual rates will be charged. Publisher reserves the right to cancel or suspend any monetary level ordered at its absolute discretion. Advertising rates quoted are subject to any increase or decrease notified by Publisher, which may occur during the period of the order. Where charged by the column centimetre, advertising space will be charged to the nearest centimetre measured by Publisher based on space ordered or size of material lodged, whichever is greater.
13. If Publisher has quoted a rate to publish advertising for a client and that rate is different from that included in published rate cards, that quoted rate only applies to that specific client where the advertising is booked directly with Publisher and without the involvement of any advertising, media buying or other agency (unless otherwise specifically agreed in writing by the Publisher).
 14. Publisher may head an advertisement 'Advertisement' whenever required by law or whenever it considers it appropriate to distinguish it from other types of printed material.
 15. Publisher has the right to amend these conditions at any time. Notification of amendment shall be deemed to have been given to all Advertisers immediately upon endorsement of rate cards with the amended conditions, which shall apply to all advertising received after the date of such endorsement (except where there is an express written agreement between the Publisher and Advertiser that any such amendments will not apply to particular insertions).
 16. Publisher has the right, and the right to permit its related bodies corporate, to republish any advertisement in any electronic or digital form for any purpose using any media and in any part of the world.
 17. Advertiser may only use the advertising space which it acquires to advertise its own brands, goods or services and may not sell or otherwise deal with that advertising space. Where Advertiser is an advertising agency the space may only be used by the client for which the space was initially acquired or booked.

Indirect Loss

For the purpose of this agreement, Indirect Loss includes the following losses: loss of profit, loss of business opportunity, loss of goodwill and payment of liquidated sums or damages under any other agreement.

B. Indemnity

On and by lodging material including electronic material or data with Publisher for publication or authorising or approving of the publication of any material by Publisher, Advertiser agrees to indemnify Publisher its directors, employees and agents against all claims, demands, proceedings, costs (including solicitors and own client costs), expenses, damages awards, judgements and any other liability whatsoever arising wholly or partially, directly or indirectly, from or in connection with the publication of the material.

Without limiting the generality of the above Advertiser agrees to indemnify Publisher its directors, employees and agents against any claims arising from allegations of:

- (a) defamation, libel, slander of title;
- (b) infringement of copyright;
- (c) infringement of trademarks or names of publications titles;
- (d) unfair competition;
- (e) breach of trade practices, privacy or fair trading legislation; and
- (f) violation of rights of privacy or confidential information or licenses or royalty rights or other intellectual property rights.

C. Warranty

On and by lodging material including electronic material or data with Publisher for publication, or authorising, or approving the publication of any material by Publisher, Advertiser warrants that the material complies with all relevant laws and regulations and that its publication will not give rise to any claims against or liabilities of Publisher, its directors, employees or agents.

Without limiting the generality of the above, advertisers and or advertising agencies warrant that nothing in the material lodged for publication breaches the Trade Practices Act 1974, Privacy Act 1988, Copyright Act 1968, Fair Trading Act 1985, defamation, consumer protection and sale of goods legislation of the States and Territories or infringes the rights of any person.

D. Privacy Statement

Publisher collects your personal information to assist it in providing the goods or services you have requested and to improve our products and services. We or any of our Australian related companies may be in touch by any means (including email or SMS) at any time to let you know about goods, services, or promotions which may be of interest to you. We may also share your information with other persons or entities who assist us in providing our services.

This company is part of a global media and entertainment company. We would like to share your information with these overseas-related companies so that they can contact you with special offers. If you would prefer us not to or if you would like access to your personal information, please contact our privacy officer at 170-180 Bourke Rd., Alexandria, NSW 2015.

E. Commercial Credit

Commercial credit facilities may be available subject to Publisher's approval and conditional on lodgment of a written application.

F. Jurisdiction

These terms and conditions are governed by the laws of New South Wales and each party submits to the exclusive jurisdiction of New South Wales.