

## **PACIFIC MAGAZINES PRINT ADVERTISING TERMS AND CONDITIONS**

### **THE TERMS THAT APPLY WHEN YOU ADVERTISE**

#### **1. WHEN DO THESE TERMS APPLY?**

1.1 These terms will apply to you every time you request publication of advertising or services in any Publications owned by Pacific Magazines Pty Ltd (ABN 16 097 410 896) or its subsidiaries, including The Pacific Plus Company Pty Ltd (ABN 80 101 323 791) and Pacific Magazines New Zealand, now referred to as "Pacific".

1.2 "Publications" refers to any printed magazine or other media printed by Pacific or its subsidiaries.

1.3 These terms do not apply to services where Pacific acts as a third party reseller. If you request advertising or services where Pacific acts as a third party reseller, by accepting Pacific's Booking Order Approval, you accept the terms and conditions of that third party.

1.4 Placement of advertising on any digital media operated by Pacific or its subsidiaries is governed by separate terms and conditions, "Seven West Media Digital Advertising Terms and Conditions".

#### **2. HOW DO I PLACE PRINT ADVERTISING**

2.1 You can request advertising or services in any Publications owned by Pacific at any time directly with Pacific or agents approved by Pacific.

2.2 Pacific will, if it accepts your request, send you a Booking Order Approval which will contain the specific terms that will apply to the publication of your advertising to which you must reply with your acceptance.

2.3 You acknowledge that booking a Print advertisement in a Publication does not guarantee inclusion of the advertisement in the digital edition associated with that Publication nor in any of Pacific's digital editions.

#### **3. WHAT RIGHTS DOES PACIFIC HAVE?**

3.1 Pacific can reject advertising at any time for any reason. Pacific can withdraw advertising or withdraw publications from the public at any time and for any reason. Pacific is not liable to you if it does reject your advertising, withdraw your advertising or withdraw a publication that contains your advertising.

3.2 Advertising material must be supplied as per agreed deadline at time of booking. All advertising material is subject to editorial approval to ensure the material complies with "body Image" and sexualisation guidelines. This deadline allows advertisers time to amend the material if it does not comply with industry standards.

3.3 Pacific will try to place your advertising in the position that you request, but it cannot always do so. Pacific is not liable to you if your advertising does not appear in the place that you request.

3.4 Pacific takes all reasonable endeavours to run bonus space in the magazine issue as agreed, however it reserves the right to move bonus space into a future issue if deemed necessary

3.5 If your advertising is editorial in style, Pacific can add the word “advertising” above or below the advertising.

3.6 Pacific takes all reasonable endeavours to include advertisements in its digital editions of a Publication, but cannot guarantee that these will always be included. Pacific reserves the right to omit any advertisements from its digital editions if deemed necessary.

#### **4. SPECIFICATIONS AND DEADLINES**

4.1 You must deliver the materials required to produce your advertising (“Materials”) to Pacific by the date Pacific specifies. If you do not, Pacific may not be able to publish your advertising and Pacific is not liable to you for this. You will still be liable for the price quoted in the Booking Order Approval.

4.2 The Material must be in the form that Pacific requires for the Publication in which the advertising is to be published. If you do not deliver the Material in the required form, Pacific can engage a third party to convert the Material to Pacific’s requirements. You must, within 14 days, pay Pacific for the costs of the conversion, plus a handling fee of 25%.

4.3 You may request for the return of your material from Pacific prior to the publication material deadline. You must pay the expenses incurred by Pacific along with your Fee.

4.4 Pacific can change the on sale date of Publications at any time without notice.

#### **5. PAYING FOR ADVERTISING**

5.1 The Booking Confirmation will contain the amount you have to pay for the advertising (Fee). The Fee does not include GST. Pacific will provide you with an invoice stating the Fee and the GST payable.

5.2 You must pay the Fee within the terms set by Pacific. You cannot alter the Fee, even if you feel that the advertising was not placed or published in the manner that you expected.

5.3 If you dispute the Fee, this claim must be made within 30 days of the invoice date to Pacific otherwise you must pay the Fee and GST payable as invoiced.

#### **6. AGENCY COMMISSION**

6.1 If you are an advertising agent, Pacific may agree that you will get a commission on the Fee, but the commission will only apply if you pay the Fee (less the commission, plus the GST payable) before the invoice due date. If you don’t pay the Fee (less the commission) by that date, you cannot claim the commission – you must pay the Fee and the GST payable.

#### **7. HOW CAN I CANCEL ADVERTISING**

7.1 If you cancel advertising up to 10 weeks before the scheduled date of publication of the Publication (Cancellation Deadline), you will not have to pay the Fee.

7.2 If you cancel after the Cancellation Deadline, you have to pay the Fee. This applies even if you booked the advertising after the Cancellation Deadline.

#### **8. WARRANTIES FROM YOU**

8.1 You warrant to Pacific that your advertising or services:

a) is true and accurate in all respects;

- b) does not infringe any rights of any person (such as copyright and trademark rights);
- c) does not use the name and image of any person without their consent;
- d) is not obscene, indecent or defamatory; and
- e) does not contravene any federal, state or territory statute, regulation or other law including the Competition and Consumer Act (CTH).

8.2 You indemnify Pacific for all costs (including legal costs on a solicitor client basis), expenses, claims, demands, damages and losses of any kind arising from or attributable to the publication of the advertising or otherwise arising from a breach by you of these terms.

8.3 To the extent permitted by law, all conditions and warranties implied by law or otherwise not expressly set out in these terms and conditions are excluded.

## **9. LIMITATION OF LIABILITY**

9.1 To the extent permitted by law, under these terms or otherwise in connection with your advertising, and the publication of that advertising by Pacific:

- a) Pacific excludes liability for all indirect, consequential or special losses or damages including loss or profits howsoever arising; and
- b) The total liability of Pacific howsoever arising is limited to the supply of the relevant advertising again or the payment of the cost of having those services supplied again, whichever Pacific determines in its absolute discretion.

9.2 Pacific will not be liable to you or any other person for any loss of whatever kind suffered as a result of an advertisement not being available for publication or not being published where such event arises from any cause beyond Pacific's reasonable control.

## **10. LIABILITY OF AGENTS**

10.1 If you carry on business as an advertising, agent you acknowledge that you contract with Pacific in your own right. You are principally liable under any contract entered into with Pacific.

## **11. GENERAL**

11.1 These terms are governed by the laws in force in New South Wales, Australia.

11.2 You may not assign or otherwise transfer any of your rights or obligations under these terms to any other person without Pacific's consent. Pacific may assign or otherwise transfer any of its rights or obligations under these terms without your consent.

11.3 If Pacific fails to enforce, or delays in enforcing, any of these terms, this will not operate as a waiver and will not affect Pacific's right to later require strict compliance with these terms.

11.4 The terms of the Booking Confirmation and this agreement record the entire agreement between you and Pacific relating to the matters dealt with in this agreement and supersede all previous arrangements, understandings or representations, whether written, oral or both, relating to these matters.

11.5 The information in this Proposal and all matters connected with and relating to the Proposal are to be treated as Confidential Information. The Recipient/Client agrees to maintain the confidence of the Confidential Information; prevent the unauthorised use or dissemination of the Confidential

Information; and return to Pacific or, if necessary, erase all Confidential Information immediately on being asked by Pacific to do so.

## **12. FOR CONTRA ADVERTISING ONLY**

12.1 If you agree with Pacific that you will supply goods or services (“Prize”) as non-monetary consideration for advertising space, you must provide a valid tax invoice to the same value of the Fee and the GST payable.

12.2 You and Pacific agree that neither will pay money to each other, on the basis that the GST inclusive value of the Space is to equal the GST inclusive value of the Prize. The parties must simultaneously give each other tax invoices for each supply of the same value. You will accept recipient-created tax invoices issued to you by Pacific if you have not sent a tax invoice to Pacific within 28 days of the draw date of the applicable competition, or the on-sale date of the relevant magazine, whichever is earlier.

12.3 If the product or service you supply is not GST applicable, you may be liable to pay the GST to Pacific.

12.4 Without limiting warranties and other terms implied into any contra agreements by law, you warrant to Pacific that all Prizes will be fit for their purpose, of merchantable quality and supplied in full compliance with all representations made in applicable advertising materials.

## **13. FOR ADDED VALUE ADVERTISING ONLY**

13.1 Pacific may offer you Added Value Advertising in its Publications during a specified campaign period. Added Value Advertising will be scheduled to appear on an agreed cover date(s), however, Pacific reserves the right to change the cover date(s) in its absolute discretion without notice to you so long as the Added Value Advertising appears during the specified campaign period. Pacific is not liable to you if your Added Value Advertising appears on a different cover date within the specified campaign period.