

THE WEEK

Dennis Publishing Ltd

ADVERTISING TERMS & CONDITIONS

1. Incorporation

1. These terms (together with the applicable Cancellation Date and Advertising Material Lodgment Requirements) govern each supply of Services and, except as modified in accordance with clause 1.2, constitute the entire agreement in connection with each supply of Services. All other express or implied terms and conditions, including the terms and conditions of the advertiser, are excluded to the extent permitted by law.
2. No variation to these terms, whether in a Booking or otherwise, binds the Company unless expressly and specifically agreed in writing by the Company and the advertiser.
3. These terms supersede any terms and conditions that have previously governed any supply of Services to the advertiser and prevail to the extent of any inconsistency between a written or verbal quotation or Booking and these terms.

2. Quotations

Any written or verbal quotation provided by the Company to the advertiser, whether in the form of a media kit or otherwise, is a mere invitation to treat and does not constitute a contractual offer. All such quotations lapse 30 days after issue, but the Company may vary or withdraw any such quotation at any time.

3. Booking Process

1. The advertiser may, at any time, make a Booking. A Confirmation Advice may be issued with respect to the Booking.
2. The advertiser may cancel all or part of a Booking without penalty if written notice is provided to the Company before the Cancellation Date. Bookings accepted by the Company after the Cancellation Date may not be cancelled by the advertiser without payment for the Booking in full.
3. If the advertiser cancels all or part of a Booking after the Cancellation Date, the Company is entitled to payment in full for the Booking.
4. If the Company fails to issue a Confirmation Advice relating to a Booking but provides the Services requested in that Booking, these terms bind the advertiser as if a Confirmation Advice had been issued.

4. Creative Services

1. Where, in connection with the provision of Services, the Company provides creative services to the advertiser, the advertiser acknowledges that:
 1. the Company does so as agent for the advertiser and that the advertiser is solely responsible for the Advertising Material which is the subject or product of such creative services, including their compliance with applicable laws, regulations and codes of conduct; and
 2. the advertiser provides the warranties in clause 8.1 notwithstanding any services provided by the Company in relation to any advertisement in which Advertising Material is contained.
2. Any text, images and logos that the advertiser wants to include in an advertisement being created by the Company must be provided to the Company at the advertiser's cost within the timeframes notified by the Company to the advertiser.

5. Rates and Payment

1. The applicable rate for any Booking is the rate specified in the Confirmation Advice (or, in the absence of a Confirmation Advice, in the rate card as of the date of the Booking). Payment terms are strictly 30 days from the date of invoice. All invoices are dated with the publication date of each issue.
2. Production costs (including those associated with inserts and onsets) are also payable by the advertiser at the Company's standard rates from time to time where production costs are incurred on behalf of the advertiser.
3. All the Company rates or costs are exclusive of any applicable GST. The Company will issue a tax invoice to the advertiser in relation to any supply that is subject to GST. The amount of GST payable by the advertiser shall be calculated by multiplying the GST exclusive sum payable for Services by the rate of GST applicable at the time of the supply. The terms "GST", "supply" and "tax invoice" used in this clause shall have the same meaning as under the A New Tax System (Goods and Services Tax) Act 1999 (Cth).

4. Time of payment of invoices by the advertiser is of the essence. Without prejudice to any other remedy, the Company may charge interest on any overdue payments at an annual rate equal to 3% per annum above the Reserve Bank of Australia cash rate (to accrue from day to day).

6. Conditions relating to Services

1. The Company may, in its absolute discretion, refuse to accept any Advertising Material or cancel or reschedule any Booking or refuse to provide any Services.
2. A Booking must not be resold or sub-licensed by the advertiser or used other than for Advertising Material referred to in the applicable Confirmation Advice.
3. The Company makes no warranties in relation to proximity of Advertising Material in a Publication relative to Advertising Material relating to competing products or services.
4. The Company reserves the right to determine the position of each advertisement unless a special position at a premium has been agreed in writing by the advertiser and the company.
5. The advertiser consents to the Company reformatting any Advertising Material for inclusion in a digital or other derivative version of a Publication and warrants that doing so will not infringe any person's rights.

7. Advertising Material Lodgment

1. The advertiser must lodge Advertising Material that complies with the Advertising Material Lodgment Requirements.
2. If Advertising Material is not lodged as required by the Company, the Company may, at its election, use Advertising Material previously provided by the advertiser or cancel the Booking, and in either case, the Company remains entitled to the full payment for the Booking.
3. The Company reserves the right to place the word "advertisement", "promotion" or similar wording within or adjacent to any Advertising Material which, in the Company's opinion, resembles editorial material.
4. No responsibility is taken by the Company for any Advertising Material or associated materials left uncollected after 3 months from the date of publication of the Advertising Material.

8. Warranties

1. The advertiser warrants to the Company that Advertising Material lodged with the Company (whether or not the Company provided creative services in relation to that Advertising Material):
 1. complies with all laws, statutes, regulations, codes of practice and any standards applicable to publication of the Advertising Material and determined by any relevant regulatory agency or industry self-regulatory body;
 2. complies with any standard, guideline or requirement specified by the Company and notified to the advertiser from time to time;
 3. does not infringe copyright, trademark, obligations of confidentiality or other legal rights of any person;
 4. is not false or misleading and is true in substance and in fact;
 5. without limiting the above, does not infringe the Trade Practices Act 1974 (Cth) or the Fair Trading Act 1986 (NZ) or the Therapeutic Goods ACT 1989 (Cth), the Therapeutic Goods Regulations, the Therapeutic Goods Advertising Code operating in Australia or similar laws, regulations and codes operating in New Zealand; and
 6. does not contain anything which may give rise to any cause of action by a third party against the Company, including without limitation material which is defamatory or obscene or which otherwise causes injury or damage to any person.
2. The advertiser warrants to the Company that the advertiser is acting in its own right, as principal, and not as agent for, or otherwise on behalf of, any other party in relation to the advertiser's dealings with the Company.

9. Indemnity

The advertiser indemnifies the Company, its officers, employees, agents and affiliates (and their employees and agents) against any action, claim, loss, expense or cost, suffered or incurred, whether directly or indirectly, by the Company, its officers, employees, agents and affiliates (and their employees and agents) as a result of any breach by the advertiser of these terms (including the warranties in clause 8) or otherwise (including in connection with recovering any amounts owed to the Company by the advertiser) arising from publication of Advertising Material or cancellation of or failure to publish any Advertising Material or otherwise in connection with such advertising.

10. Liability

1. The Company (and its officers, employees, agents and affiliates) is not liable under these terms or otherwise in law for any indirect, special, economic or consequential loss or damage suffered or incurred by the advertiser (or any other person) or loss of revenue, profit, goodwill, data or opportunity or loss of anticipated saving whether caused by negligence or otherwise and whether or not the Company was aware or should have been aware of the possibility of such damage.
2. To the extent permitted by law, all representations, conditions and warranties, whether based in statute, common law or otherwise, are excluded. Liability of the Company for any breach of a term

or condition whether implied by law or otherwise is limited, at the Company's option, to the supply of the Service (or part thereof) again or the payment for the cost of having the Service (or part thereof) supplied again.

3. The Company is not liable for any delay or failure to perform the Services which is due to any act of God, revolution, unlawful act against public order or authority, breakdown of plant, industrial dispute, government or legal restraint or any event not within the reasonable control of the Company.

11. Credit

1. The Company may, at any time and in its absolute discretion, cancel, alter or suspend any credit terms (if applicable) when, in the Company's opinion, the financial condition of the advertiser or the status of the advertiser's account requires it and the advertiser agrees to pay on demand all sums owing in connection with any credit facility in the event the credit facility is suspended or cancelled.
2. If the Company grants any credit facility to the advertiser, the advertiser agrees that a demand purporting to be signed on behalf of the Company identifying unpaid amounts is conclusive evidence that such amounts are payable and unpaid.
3. The advertiser agrees that:
 1. each Booking it makes shall be deemed to include a representation that it is solvent and able to pay all of its debts as and when they fall due; and
 2. when any Booking is made, the advertiser shall inform the Company of any facts which might reasonably affect any decision to accept the Booking and/or grant credit. Any failure to do so shall be deemed to create an inequality of bargaining position, the taking of an unfair advantage of the Company and to be unconscionable, misleading and deceptive.

12. General

1. These terms and any agreement between the advertiser and the Company are governed by the laws of New South Wales and each party submits to the jurisdiction of courts exercising jurisdiction in that State.
2. These terms bind the Company and the advertiser and their respective successors.
3. The invalidity or unenforceability of any provision of these terms does not affect the validity or enforceability of the remaining provisions.
4. The advertiser may not assign its rights under these terms or a Booking to any other person.

13. Definitions

In these terms, unless the context otherwise requires:

- **The Company** means Dennis Publishing ABN 29 131 199 203 and any person for which the Dennis Publishing accepts Bookings;
- **Advertising Material** means advertising material and any promotional or other material:
 1. provided to the Company by or on behalf of the advertiser; or
 2. created by the Company in the course of providing creative service to the advertiser including inserts, onserts, band-ons, business reply cards, tip-ons, samples and scents;
- **Advertising Material Lodgment Requirements** means the requirements for lodgment of Advertising Material with the Company as specified in the Company's Media Kit or otherwise specified by the Company from time to time.
- **Booking** means a written or verbal order from the advertiser to the Company requesting the provision of Services;
- **Cancellation Date** means the cancellation date applicable to a Publication as specified on the Company's media kit or otherwise specified by the Company from time to time;
- **The advertiser** means:
 1. any person who places a Booking or to whom the Company supplies Services, or
 2. if any agency places a booking for Services on behalf of that agency's the advertiser, that agency;
- **Confirmation Advice** means a notice from the Company to the advertiser confirming the details of a Booking and acceptance of the Booking subject to these terms;
- **Publication** means a publication with which the Company is associated; and
- **Services** mean the provision to the advertiser by or on behalf of the Company of advertising opportunities, including advertorials, in a Publication.