

Cumberland-Courier Newspapers

Conditions

1. All Cumberland Courier Group print advertisements, online masthead websites and/or truelocal.com.au advertisements are accepted subject to the conditions set out in the credit application, current rate card, the booking form, the associated invoice/statements raised and these publisher's conditions. These documents represent the entire agreement between the parties notwithstanding anything said prior to or at the time of acceptance of advertising.

Order For Publication

2. Receipt of copy by whatever means shall constitute an order for publication of the advertisement and acceptance of these conditions.

Suitability

3. Cumberland Courier Group and truelocal.com.au reserves the right to reject, refuse or require amendment of any advertisement which it considers unsuitable for publication for any reason at its absolute discretion.

Legality

4. The advertiser and its agent each warrant to the Cumberland Courier Group and/or truelocal.com.au that nothing in the advertising material, text or artwork infringes any state, federal or local law or regulation or the personal or property rights of any other person.

Indemnity

5. The advertiser and its agent each agree to indemnify the Cumberland Courier Group and/or truelocal.com.au and all associated companies, its employees, agents and subcontractors against all damages, costs, expenses, claims, demands and loss of any kind including legal costs arising out of the publication of any advertisement and without limiting the generality of the foregoing, to indemnify each of them in relation to defamation, injurious falsehood, passing off, unfair competition or trade practices, breach of contract, misrepresentation, breach of warranty or authority, slander of title, breach of copyright, infringement of trademark or names or titles, violation of rights of privacy, royalties or any breach of statute, regulation or other law giving rise to criminal or civil liability.

Rates

6. The Cumberland Courier Group and truelocal.com.au may negotiate rates for classified, display or online advertising, otherwise casual rates will apply. The advertiser agrees to pay the rate prescribed for advertisements in the applicable Cumberland Courier Group rate card current at the date of publication.

Agent's Commission

7. The advertiser acknowledges that Cumberland Courier Group and/or truelocal.com.au may pay commission on the value of the space reserved to an advertising agent holding current accreditation with News Limited and associated companies, provided that the agent:
(a) supplies complete material in the form of a Press-Ready PDF digital file or files, delivered electronically to Cumberland Courier Group and/or truelocal.com.au in accordance with its specifications and conditions for acceptance of

complete advertisements for all advertisements so placed;

(b) pays all charges as per the conditions of the accreditation with News Limited and associated companies.

Charging

8. All advertisements will be charged on the size of the material supplied by the advertiser or its agent or the space ordered, whichever is the greater.

Deadlines

9. The advertiser acknowledges that Cumberland Courier Group imposes the following deadlines:

- (a) "The Booking Deadline" by which time advertising space must be booked;
- (b) "The Copy Deadline" by which time copy for typesetting must be submitted;
- (c) "The Material Deadline" by which time complete material must be submitted (the "Deadlines").

Advertisements will not be published unless:

- (i) Space bookings are received no later than the Booking Deadline;
- (ii) Copy for typesetting is received no later than the Copy Deadline; and
- (iii) Complete material is received no later than the Material Deadline.

The advertiser agrees to pay Cumberland Courier the full cost of space booked, including any loading charges, when the Deadlines are not met or when advertisements are withdrawn after the Booking Deadline. The advertiser and its agent acknowledge that it is the responsibility of the advertiser or agent to ascertain the Deadlines to apply in respect of each and every advertisement.

Truelocal.com.au imposes the following online listing cancellation deadlines:

The advertiser must give us 14 days notice of cancellations in relation to truelocal.com.au online listings.

Proofs

10. The advertiser and its agent each acknowledge that Cumberland Courier Group imposes an earlier deadline by which copy for typesetting must be submitted where the advertiser requires a pre-publication proof of the advertisement (the "Proof Copy Deadline"). Proofs of advertisements will not be provided when copy is received after the Proof Copy Deadline. If Cumberland Courier Group fails to provide a proof for any reason, even when copy is submitted prior to the Proof Copy Deadline, the advertiser agrees to pay the full cost of the advertisement where it substantially conforms to the copy provided.

Specifications

11. Where an advertiser or its agent provides Cumberland Courier with complete material (PDF digital file), the material must conform to the specifications imposed by Cumberland Courier. The advertiser or its agent each acknowledges that it is its responsibility to ascertain the specifications for complete material, any of which may change from time to time without notice. No claims for errors will be considered where material is supplied to Cumberland Courier which does not conform to its specifications.

Liability

12. If Cumberland Courier Group and/or truelocal.com.au:

- (i) fails to publish an advertisement;
- (ii) publishes an advertisement not in accordance with the advertising instructions;
- (iii) publishes an advertisement which contains errors or omissions;
- (iv) publishes or distributes the publication containing the advertisement late, has a distribution shortfall or distributes the publication outside the area designated by Cumberland Courier Group as the area of distribution of that particular publication - ("the Errors");

The advertiser agrees, even if the Errors result from the negligence of Cumberland Courier's and/or truelocal.com.au employees, agents, or subcontractors, Cumberland Courier Group and truelocal.com.au shall not be liable for any formal compensation and shall not under any circumstances extend liability to any consequential losses or damages suffered by the advertiser arising from the Errors.

Errors

13. The advertiser and its agent each agree it is responsible for notifying Cumberland Courier Group or truelocal.com.au in writing immediately after publication of any error in an advertisement or online listing which is published and notwithstanding clause 12 of these conditions, Cumberland Courier Group or truelocal.com.au will not be liable to the advertiser at all for any print advertisement or online listing containing errors being republished.

Instructions

14. Cumberland Courier Group and truelocal.com.au will not be responsible for any errors or omissions where advertising instructions or copy and/or proof corrections are placed by telephone.

Positioning and Colour

15. The positioning and colour of advertisements are subject to space and colour availability at the time of printing, and will be at the absolute discretion of Cumberland Courier Group. Without limiting this discretion.

- (a) Cumberland Courier Group will attempt to position advertisements or provide colour in accordance with the advertiser's request if the advertiser has agreed to pay preferred position or colour loading charges;
- (b) any liability of Cumberland Courier Group for publishing advertisements not in accordance with the advertiser's preferred position or colour request will be limited to crediting the advertiser for the relevant loading charges;
- (c) bookings which are in any way conditional will not be accepted.

Disposal of Material

16. The advertiser and its agent authorises Cumberland Courier Group and truelocal.com.au to dispose of any illustrations, copy, photographs, artwork, Press-Ready PDF digital files, or other advertising material, following publication of the advertisement/s. The advertiser and its agent acknowledge that Cumberland Courier Group and truelocal.com.au accepts no liability for the storage or return of any submitted

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illustrations, copy, photographs, Press-Ready PDF digital files following publication of the advertisement/s.

Editorial Style

17. Cumberland Courier Group will enclose within a border and have the word "ADVERTISEMENT" placed at the head of any space reserved for an advertisement which Cumberland Courier considers has the appearance of editorial matter.

Copyright

18. The advertiser and its agent each acknowledge Cumberland Courier Group and truelocal.com.au retains the copyright in any text, photographs, illustrations or artwork prepared or supplied by Cumberland Courier Group or Cumberland Courier's employees and the advertiser agrees not to use such text, photographs, illustrations or artwork for any other purpose other than advertising in Cumberland Courier's publications.

Advertiser Details

19. The full name, address and contact details of the advertiser must be given to Cumberland Courier Group and/or truelocal.com.au at the time of submitting the advertisement.

P.O. Boxes

20. No advertisement stating that money be sent to a post office box number will be accepted or published.

Elections and Political Content

21. All advertisements submitted to Cumberland Courier Group and/or truelocal.com.au relating to any federal, state or local election must comply with the relevant statutes, laws and regulations, and any special conditions Cumberland Courier Group requires for such advertisements. Advertisements containing material deemed by Cumberland Courier Group and/or truelocal.com.au to be of a political nature must comply with the conditions of the policy of the Cumberland Courier Group and/or truelocal.com.au for such advertisements.

Catalogues and Inserts

22. If Cumberland Courier Group fails to insert any catalogue or any material in specified publications or when scheduled or fails to distribute such material or distributes such material late or outside the area designated by Cumberland Courier Group as the area of distribution of the particular publication, the liability of Cumberland Courier Group, its employees, agents or subcontractors shall be limited to the insertion of the catalogue or other material again in a convenient Cumberland Courier newspaper and shall not in any circumstances extend to any consequential losses or damages suffered by the advertiser.

Payment

23. All accounts shall be charged to the advertiser or its agent and must be paid to Cumberland Courier Group and/or truelocal.com.au by the due date as per the invoice/statement ("the due date"). The advertiser agrees to pay Cumberland Courier Group or truelocal.com.au interest on all amounts not paid by the due date at the rate of 1% per month.

Default

24. Failure to pay any account by the due date or failure to comply with any of Cumberland Courier's and/or truelocal.com.au terms and conditions will be regarded as a default. In the event of a default, Cumberland Courier Group and/or truelocal.com.au at its absolute discretion may:

- (a) cancel, suspend or refuse to accept any advertising of the advertiser including advertisements otherwise accepted for publication;
- (b) demand payment for all other advertising charges incurred but not yet due;
- (c) decline to make payment of any rebates or commissions otherwise payable by Cumberland Courier Group or truelocal.com.au, and such rebates or commissions shall not be offset against any amount owing to Cumberland Courier Group or truelocal.com.au.

Goods and Services Tax (GST)

25. The advertiser acknowledges advertisements will be subject to the Goods and Services Tax ("GST"). Unless the quotation specifically excludes GST, all rates quoted on rate cards or elsewhere are inclusive of the GST with respect to such rates or charges. The GST paid for any advertisement or advertising will not form part of the advertising commitment or be regarded as part of the annual expenditure of the advertiser or members when calculating the advertising rates chargeable in accordance with space order contracts.

Special Conditions for e-Bookings

26. If the Cumberland Courier Group and/or truelocal.com.au utilise an electronic booking form and confirmation system then:

- (a) All information submitted by the advertiser to Cumberland Courier Group for billing and record keeping purposes will be kept strictly confidential and used solely for the purpose for which it was intended;
- (b) The advertiser agrees that Cumberland Courier Group may release to third parties information about, and supplied by, the advertiser for purposes for which it was intended, that being for billing and record keeping purposes, including web hosting services involved in the e-Booking system, and that the third party will not, without the written consent of the advertiser, release this information to any other individual or entity, and nor will the third party treat this information in a manner, or for a purpose, contrary to that for which it was provided;
- (c) The advertiser agrees that it will be identified in the e-Booking system by its unique email address. It is the responsibility of the advertiser to inform the Cumberland Courier Group of any changes to that email address;
- (d) Cumberland Courier Group does not accept any liability for loss or damage caused by a failure on the part by the advertiser to provide adequate and timely notifications to Cumberland Courier Group of changes to the advertiser's email address;

(e) The e-Booking system will send an email to the advertiser containing details of the advertiser's booking which will constitute a contractual offer by the Cumberland Courier Group to the advertiser ("the email or offer"). For the purpose of contract formation, that offer sent to the advertiser's email address is full and effective identification of the advertiser. The confirmation of a booking and acceptance of the Terms and Conditions of the offer will be deemed, in any circumstance, to be an acceptance of the offer.

Special Conditions for Online Masthead Website Advertising

27. All advertising (Content) is owned or licensed by Cumberland Courier Group or its affiliates and is protected by Australian and international laws relating to copyright and trade marks. As such the Content cannot be used in any manner or for any purpose that is unlawful or in any manner which violates any right of the Cumberland Courier Group and/or truelocal.com.au. This includes: editing, modifying copy, reproducing, transmitting or distributing any of the content except for a purpose which would reasonably have been intended by the Cumberland Courier Group and/or truelocal.com.au.

Each of the mastheads listed on the Website is a trademark of Cumberland Courier Group or one of its affiliates. Nothing contained on the Website constitutes the grant of a licence or right of use of any trademark displayed on the Website.

No warranties are provided regarding exclusivity of advertising space. The Cumberland Courier Group reserves the right to fill advertising space on rotation with more than one advertiser.

The position, colour, rotation and rotation timing of advertising are at the discretion of Cumberland Courier Group.

All rates and specifications are subject to change at Cumberland Courier Group's sole discretion and without notice. The list of online mastheads may also change at any time and no warranties are made in relation to the continued publication of the listed online properties or sections.

Other Conditions

28. The advertiser and its agent each acknowledge that the Cumberland Courier Group and truelocal.com.au imposes special conditions and policies relating to specific categories of advertising which are additional to, and not contained within, these general terms and conditions, and which the Cumberland Courier Group and truelocal.com.au may adopt or amend at its absolute discretion from time to time. The advertiser and its agent each acknowledge that the acceptance of any advertisement submitted for publication is subject to these additional terms and policies.



ONLINE: whereilive.com.au

Every advertiser and advertising agency who lodges an advertisement for publication (advertiser) on a web site operated by News Digital Media Pty Limited (Publisher) agrees to the following conditions.

A. Advertising Conditions

1. Publisher may at its absolute discretion refuse to publish any advertisement without giving any reason. In case of refusal, no charge to advertiser shall be incurred.
2. Publisher may, under pressure of deadline and without prior consultation or notice to advertiser, amend any advertisement in any terms whatsoever, if Publisher perceives the publication of the advertisement would be in breach of any relevant law, in breach of any pre-existing agreement of Publisher, in breach of any person's rights or offensive. Should Publisher so amend the advertisement, the agreed price shall not be reduced.
3. The positioning or placement of an advertisement is at the discretion of Publisher except where expressly agreed in writing by Publisher.
4. Publisher is not liable to advertiser for any loss of any nature arising from (a) the total failure of Publisher to publish an advertisement; or (b) the failure of Publisher to publish an advertisement in the form prescribed. This applies regardless of the cause of Publisher's failure, including if Publisher was negligent or acted as permitted under these terms and conditions. In the case, of (a), the advertiser will not have to pay any amount to Publisher under the insertion order. In the case of (b), the amount payable under the insertion order may be reduced according to circumstances.
5. Publisher reserves the right to vary the placement and/or format of advertisements across the web site. Publisher will endeavour to notify the advertiser of any such changes. Publisher will not be liable for any costs, expenses, losses or damages suffered or incurred by an advertiser arising from Publisher's failure to publish an advertisement in accordance with advertiser's request.
6. If Publisher has quoted a rate to publish a specific quantity of advertising over a specific period and a lesser quantity is submitted for publication within that period, then what is published within that period shall be costed at whatever rate is necessary to generate the expenditure which would have been incurred had the full agreed volume been published.
7. Publisher may head an advertisement Advertisement whenever required by law or whenever it considers it appropriate, for any reason, to distinguish it from other types of content.
8. Publisher has the right to amend these terms and conditions at any time.
9. Publisher has no liability and advertiser indemnifies Publisher in relation to any failure of telecommunications services or systems which affect the receipt by Publisher of an advertisement or the publication of a campaign.

10. Publisher makes no representation or warranty in relation to the number of visitors to its websites or the number of impressions at any site except for any made expressly in writing by Publisher.

B. Creative Conditions and Specification

1. Standard creative must be received no later than 3 working days prior to the campaign start date.
2. Rich media creative must be received no later than 5 working days prior to the campaign start date.
3. If creative is received after the relevant date and results in a campaign being delayed, the publication of the advertisement will be considered to have commenced as of the date on the insertion order.
4. It is the advertiser's responsibility to arrange and manage re-directs with third party ad-servers and provide such third party with the creative and lead time requirements. Publisher will not compensate clients for campaigns which are affected or delayed in any way by third party adserver redirect problems. Publisher may in its absolute discretion remove any redirects from Publisher's network which are delayed in serving advertisements.
5. All click-through URL's must enable the browser's back feature to allow users to return to Publisher's website.

C. Credit and GST

1. All advertising agencies are subject to the News Limited "Commercial Credit Application For Accreditation Of An Advertising Agency" ("Accreditation"). If an agency does not comply with this Accreditation then the News Digital Media or News Limited Credit application is applicable. The terms and conditions associated with these applications are available within the accreditation application. If applicable, advertising agencies which are subject to News Limited's "Rules Governing Accreditation" will receive a commission discount of 10%.
2. All rates and charges contained in this insertion order are quoted exclusive of GST, including under the total invoice amount. Publisher will issue a valid tax invoice in relation to any supply of goods or services which is subject to GST.

D. Other Provisions

1. Cancellation of any advertisement or campaign must be received in writing no later than 21 days prior to the commencement of a campaign in order to receive a 100% refund. Any cancellations made after this time will be subject to a minimum cancellation fee of 100% of the total cost of the entire campaign. Campaigns cancelled at the request of the advertiser after the campaign has commenced will not be entitled to a refund of any unused portion of the campaign.
2. The insertion order is valid for 72 hours from the time it is provided to advertiser. Publisher cannot guarantee the order is fulfilled unless a signed copy of the insertion order is received within that timeframe.

3. These terms and conditions form part of the insertion order and are binding on Publisher and advertiser once the insertion order is signed.

E. Warranty and Indemnity

1. By lodging material including electronic material or data for publication or authorising or approving the publication of any material with the Publisher, advertiser warrants that the material complies with all relevant laws and regulations and that its publication will not give rise to any claims or liabilities in Publisher, its directors, employees or agents.
2. Without limiting the generality of the above, advertiser warrants that nothing in the material lodged for publication breaches the Trade Practices Act 1974, Copyright Act 1968, Fair Trading Act 1987, defamation, consumer protection and sale of goods legislation of the States and Territories or infringes the rights of any person.
3. By lodging material including electronic material or data for publication or authorising or approving the publication of any material with the Publisher, advertiser indemnifies Publisher and its directors, employees and agents against all claims, demands, proceedings and other liability arising wholly or partially, directly or indirectly, from the publication of the material.
4. Without limiting the generality of the above, advertiser indemnifies Publisher and its directors, employees and agents against any claims arising from (a) defamation, libel, slander of title; (b) infringement of copyright; (c) infringement of trade marks or names of publications titles; (d) unfair competition; (e) breach of trade practices or fair trading legislation; and (f) violation of rights of privacy or confidential information or licenses or royalty rights or other intellectual property rights.

F. Privacy

Publisher collects your personal information to assist us 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 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 offers. If you would prefer us not to, please write to our privacy officer at privacy@news.com.au. You can gain access to your personal information by contacting our privacy officer.