

NEWS DIGITAL MEDIA – ADVERTISING TERMS AND CONDITIONS

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 Specifications

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. Solus email final creative must be received no later than 5 working days prior to the send date. Solus creative must contain an exclusive offer for NDM subscribers and must be built to spec as per the Solus Email Guidelines. Solus sends may be delayed if the offer does not meet these requirements.
4. 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.
5. 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.

6. If third party re-directs are used to serve creatives as part of Advertiser's campaign, any reporting from third party systems can only be used for indicative purposes. All metrics related to billing, delivery and performance of Advertiser's campaign shall only be derived from Publisher's ad serving and reporting systems. In the event of a discrepancy between Publisher's reporting system and Advertiser's third party reporting system which exceeds 15%, Advertiser is entitled to initiate an investigation by contacting their third party ad serving provider. Advertiser is not entitled to any form of compensation where third party re-directs have been correctly implemented by Publisher.

7. 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. Publisher cannot guarantee the order is fulfilled until a signed copy of the insertion order is received. Inventory will not be guaranteed until availability has been confirmed upon receipt of a signed IO.
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.

G. News Performance conditions

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

1. In order to access News Performance, Advertisers must supply the Publisher with the following creative sizes and types;

Creative Size	Specifications
300 x 250 Medium Rectangle	40kb Flash, 30kb GIF/JPG
728 x 90 Leaderboard	40kb Flash, 30kb GIF/JPG
300 x 600 Half Page ad	40kb Flash, 30kb GIF/JPG
300 x 100 Short Rectangle	20kb Flash, 15kb GIF/JPG
Text link (not applicable to CPA/CPL campaigns)	Heading: 25 characters Body: 70 characters (including both spaces & punctuation)

The following sizes are optional but can prove beneficial to the success of a performance campaign:

Creative Size	Specifications
160 x 600 Wide Skyscraper	30kb Flash, 20kb GIF/JPG
120 x 600 Skyscraper	30kb Flash, 20kb GIF/JPG
468 x 60 Banner	30kb Flash, 20kb GIF/JPG

2. Failure to provide all creative types may result in a campaign not commencing as scheduled.
3. Creative must be received no later than 3 working days prior to the campaign start date.
4. One of the following file types must be provided for hosted advertisement files: GIF, JPG, or Flash (with a GIF / JPG back up).
5. Industry compliant third party providers may also be used for ad serving, subject to consent from Publisher.
6. Advanced rich media (ie. expanding, polite, streaming video, interactive games or OTP creative) is not accepted.
7. Each creative must include a *clicktag* that is operable throughout the entire loop of the creative; that is, a user must be able to click-through to the advertisers' landing page at any time during the ad impression.
8. It is the Advertiser's responsibility to arrange and manage re-directs with third party ad servers and provide any third party with the creative within their own lead time requirements. The Publisher will not compensate clients for campaigns which are affected or delayed in any way by third party ad server redirect problems. Publisher may in its absolute discretion remove any redirects from the Network which are delayed in serving advertisements.

9. Advertisers are unable to request targeting for the placement of their News Performance campaigns, including but not limited to requests for any geographic, age or audience targeting.

10. News Performance campaign budgets and bookings must be at least
- i. \$10,000 (this amount is exclusive of GST) per 4 weeks for CPA / CPL campaigns
 - ii. \$5000 (this amount is exclusive of GST) per 4 weeks for CPC campaigns.

11. The cost per unit is the agreed bid for each unit of performance. Cost per unit values are to be agreed between the Publisher and the Advertiser as a GST exclusive amount. An advertiser must select one of the News Performance cost per unit buying models, being either CPC, CPA or CPM as described below;

- i. Cost-Per-Click (CPC) is one of three available buying models for News Performance. A click-through is defined as an occasion on which a user on the internet clicks on an advertisement directing that user to the Advertiser's nominated URL. The Advertiser will be invoiced on the number of click-throughs as reported by Publisher's ad tags.
- ii. Cost-Per-Action (CPA) or Cost-Per-Lead (CPL) is one of three available buying models for News Performance. An action is a user event, agreed between the Advertiser and the Publisher. Actions are deemed to have occurred when a user has either clicked on or viewed an ad and then completed the agreed action. Post-click conversions will be monitored for up to 30 days, and post-view conversions for up to 14 days after the campaign end date. The Advertiser will be invoiced for the number of user actions that occurred, as indicated by Publisher's action tags.
- iii. Cost-Per-Thousand (CPM) is one of three available buying models for News Performance. A CPM campaign pays for each thousand ad impressions served, irrespective of consequential clicks or actions. The Advertiser will be invoiced for the number of thousand impression units that are delivered across the Publisher's Network.

12. In order to run a CPA campaign, Advertisers must ensure that Publisher action tracking tags (spotlights) are included on the relevant action generating page or pages. This can be placed directly on the Advertiser's site or delivered via a universal action tag through a third party ad server, however any campaign invoicing will be calculated from Publisher ad server reports only (inclusive of both Post click and Post View actions recorded). Publisher will not be accountable for any ad serving charges arising from the usage or implementation of third party action tracking tags or systems.

13. Where Advertiser incorrectly implements Publisher action tags such that invoices cannot be finalised, a charge equivalent to \$3.00 per thousand impressions delivered is payable.

14. The Publisher will make best efforts to deliver the contracted performance units (impressions, clicks or actions) but there is no guarantee of;

- i. Delivery of all goals by the end date
- ii. Even delivery across flying period
- iii. Minimum flying period

15. Campaign reporting and updates can be scheduled with an account manager.

16. Any dispute the Advertiser has with invoices should be brought to the Publisher's attention as a priority, and no later than 60 days after the invoice date. After such time, Advertisers will be deemed to have accepted that the full amounts set out in any issued invoices are due and payable by Advertiser.

17. Publisher reserves the right to suspend or cancel any Advertiser campaign at its sole discretion.