



Residential print advertising in The Age

Effective May 2014

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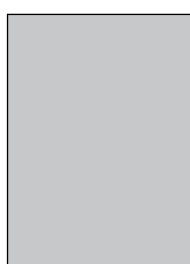
Offers for composite modular display size transition

Upsize your current booking to the next available composite size

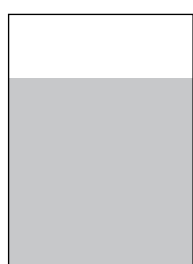
1. \$100 (\$110 incl. GST) per module to upsize your existing number of properties to the next available stand alone composite size ie: if you currently have a T44 (16 modules) and the next available size is a T64 (24 modules), you would pay a total of \$800 (\$880 incl. GST) for the remaining 8 modules to upsize to a T64 booking.
2. Corporate advertising – Corporate branding can be used as often as you like within a composite advertisement at a discounted rate of \$450 (\$495 incl. GST) per module.

Terms and conditions:

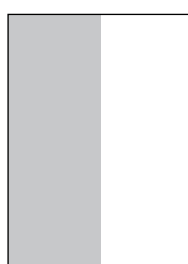
- The above offers are available until 31 December 2014
- The Age reserves the right to vary or withdraw these offers at any time by providing 30 days notice in writing
- This offer is only available to upsize bookings that fall between available and stand alone sizes ie: if your booking is already a T64, you cannot use this offer to upsize to a T84
- This offer is only available for existing properties within your composite and excludes any new listings being added
- This offer is only available on an ad hoc basis when required for the purpose of upsizing to the next available composite size



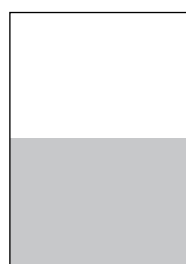
8 modules high
Code: T84
Size: 374 mm x 260 mm



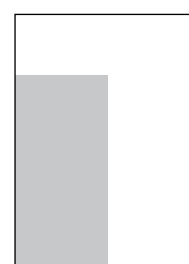
6 modules high
Code: T64
Size: 280 mm x 260 mm



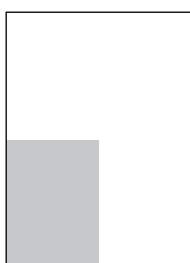
8 modules high
Code: T82
Size: 374 mm x 129 mm



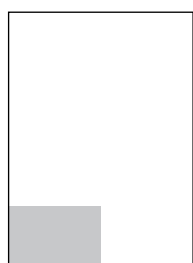
4 modules high
Code: T44
Size: 186 mm x 260 mm



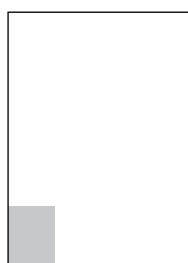
6 modules high
Code: T62
Size: 280 mm x 129 mm



4 modules high
Code: T42
Size: 186 mm x 129 mm



2 modules high
Code: T22
Size: 92 mm x 129 mm



2 modules high
Code: T21
Size: 92 mm x 63 mm

* Please note that other sizes can still be used within the above available stand-alone composite sizes. Multi-unit developments (2 or more units), land estates and new homes will be charged at casual Domain rates, as will any property within a composite that is smaller than the minimum T21 size.



Per single property modular display rates

Zone 1

City of Stonnington and City of Boroondara (please refer to page 5 for specific suburbs).

Product size	Rate (Saturday)
T21	\$927 (\$1,019.70 incl. GST)
T22	\$1,471 (\$1,618.10 incl. GST)
T32 / T23 (only within composite)	\$2,085 (\$2,293.50 incl. GST)
T42	\$2,595 (\$2,854.50 incl. GST)
T62	\$3,335 (\$3,668.50 incl. GST)
T44 / T82	\$4,079 (\$4,486.90 incl. GST)
T64	\$5,840 (\$6,424 incl. GST)
T84	\$7,416 (\$8,157.60 incl. GST)

Zone 2

City of Bayside, City of Port Phillip, City of Glen Eira and City of Yarra (please note some suburbs are excluded – refer to specific suburbs on page 5).

Product size	Rate (Saturday)
T21	\$695 (\$764.50 incl. GST)
T22	\$1,103 (\$1,213.30 incl. GST)
T32 / T23 (only within composite)	\$1,564 (\$1,720.40 incl. GST)
T42	\$1,946 (\$2,140.60 incl. GST)
T62	\$2,501 (\$2,751.10 incl. GST)
T44 / T82	\$3,059 (\$3,364.90 incl. GST)
T64	\$4,380 (\$4,818 incl. GST)
T84	\$5,562 (\$6,118.20 incl. GST)

Zone 3

All other suburbs not included in Zone 1 or Zone 2 (please refer to page 5 and 6 for specific suburbs). Coastal and country properties.

Product size	Rate (Saturday)
T21	\$556 (\$611.60 incl. GST)
T22	\$883 (\$971.30 incl. GST)
T32 / T23 (only within composite)	\$1,251 (\$1,376.10 incl. GST)
T42	\$1,557 (\$1,712.70 incl. GST)
T62	\$2,001 (\$2,201.10 incl. GST)
T44 / T82	\$2,447 (\$2,691.70 incl. GST)
T64	\$3,504 (\$3,854.40 incl. GST)
T84	\$4,449 (\$4,893.90 incl. GST)

Please note all rates quoted are only available on Saturday. They apply to contracted real estate agents on a single property basis only and exclude developments and multi-unit sites. Fairfax terms and conditions apply.

Modular display and lineage rates and loadings

Lineage		
	Sunday – Friday	Saturday
Casual	\$9.66 (\$10.63 incl. GST)	\$11.75 (\$12.92 incl. GST)
Contract	\$9.03 (\$9.93 incl. GST)	\$11 (\$12.10 incl. GST)

Per single module		
	Sunday – Friday	Saturday
Casual	\$635.60 (\$699.16 incl. GST)	\$802.86 (\$883.15 incl. GST)
Contract	\$583.16 (\$641.48 incl. GST)	\$736.63 (\$810.29 incl. GST)

Open for inspection	
Single line entry	\$25 (\$27.50 incl. GST)

All open for inspection listings must have a corresponding advertisement of at least 10 lines per property in Saturday's classified section.

Auction listings	
Single line entry	\$40 (\$44 incl. GST)

Place a minimum 6-line advertisement in the 'Auctions This Day' classification of Domain and receive a single line entry at no charge.

Loadings in lineage

Colour logo only	20%
Colour heading only	20%
Colour border	20%
Colour border, heading	20%
Colour tint, heading, border	20%
Colour logo, heading	20%
Colour logo, border	20%
Colour logo, heading, border (no tint)	20%

New logos: \$35 (\$38.50 incl. GST)
(Initial set up fee)

Other sections

Real estate advertisements appearing in other sections incur a loading of 35%.
Additional page loading applies if a premium position or section is requested. Refer to your Account Manager.

Domain Premium	Position load
Front page	50%
Editorial pages	20%
Auction and OFI pages (best available)	10%
Outside back cover	20%

Domain classifications

Residential	Open for inspection	Accommodation
Alpine properties	Auctions	Board vacant
Auctions – Residential, regional and country	Country properties	Board wanted
Houses for removal	Display homes	Flats, townhouses, units to let
Houses and apartments for sale – Interstate – Overseas	Houses for sale	Houses to let
Houses, land wanted	Land	Rooms vacant
Investments residential	Apartments, townhouses and units	Rooms wanted
Land, home sites		Share accommodation
Coast and country properties		Special accommodation
Retirement villages real estate		Wanted to rent

Per single property suburbs

Zone 1

Armadale	Camberwell	Hartwell	Hawthorn West	Malvern East	Prahran East
Auburn	Canterbury	Hawthorn	Kew	Malvern North	South Yarra
Balwyn	Deepdene	Hawksburn	Kew East	Mont Albert	Surrey Hills
Balwyn East	Glen Iris	Hawthorn East	Kooyong	Mont Albert North	Toorak
Balwyn North	Glenferrie	Hawthorn North	Malvern	Prahran	Windsor

Zone 2

Abbotsford	Brighton	Caulfield East	Elwood	Melbourne	South Melbourne
Albert Park	Brighton East	CBD	Gardenvale	Mentone	Southbank
Balaclava	Burnley	City	Hampton	Middle Park	St Kilda Rd
Beacon Cove	Caulfield	Docklands	Hampton East	Port Melbourne	St Kilda West
Beaumaris	Caulfield North	East Melbourne	Jolimont	Richmond	
Black Rock	Caulfield South	Elsternwick	Melb Bayside	Sandringham	

Zone 3

Aberfeldie	Beveridge	Chelsea Heights	Donvale	Glen Huntly	Jacana
Airport West	Bittern	Chelsea	Doreen	Glen Waverley	Kallista
Albion	Blackburn	Cheltenham	Doveton	Glenburn	Kalorama
Alphington	Blackburn South	Chirnside Park	Dromana	Glenroy	Kangaroo Ground
Altona	Blairgowrie	Christmas Hills	Drouin	Glenvill	Karingal
Altona Meadows	Bonbeach	Churchill Park	Eaglemont	Gowanbrae	Kealba
Altona North	Boronia	Clarinda	Eden Park	Greendale	Keilor Downs
Anglesea	Box Hill	Clayton	Edithvale	Greensborough	Keilor
Ardeer	Box Hill North	Clayton South	Eildon	Greenvale	Keilor Park
Arthurs Creek	Box Hill South	Clematis	Eltham	Grovedale	Kensington
Arthurs Seat	Braeside	Clifton Hill	Emerald	Hadfield	Keon Park
Ascot Vale	Brandon Park	Clifton Springs	Endeavour Hills	Hallam	Keysborough
Ashburton	Braybrook	Coburg	Epping	Hamilton	Kilmore
Ashwood	Briar Hill	Coburg North	Essendon	Hampton Park	Kilsyth
Aspendale Gardens	Broadford	Cockatoo	Eumemmerring	Harkaway	Kinglake
Aspendale	Broadmeadows	Coldstream	Euroa	Hastings	Kingsbury
Attwood	Brooklyn	Collingwood	Eynesbury	Healesville	Kingston
Avondale Heights	Brunswick	Coolaroo	Fairfield	Heathcote Junction	Kingsville
Avonsleigh	Brunswick East	Corryong	Fairhaven	Heatherdale	Knox
Bacchus Marsh	Brunswick West	Cottles Bridge	Fawkner	Heatherton	Knoxfield
Ballan	Bulla	Cowes	Ferntree Gully	Heathmont	Laburnum
Ballarat	Bulleen	Craigieburn	Ferny Creek	Heidelberg Heights	Lakes Entrance
Bangholme	Bundoora	Cranbourne	Fitzroy	Heidelberg	Lalor
Barwon Heads	Burnside	Croydon	Fitzroy North	Heidelberg West	Lancefield
Bayles	Burwood	Croydon Hills	Flemington	Hepburn Springs	Langwarrin
Bayswater	Burwood East	Dallas	Flinders	Hidden Valley	Lara
Baxter	Buxton	Dandenong	Flowerdale	Highett	Latrobe Valley
Beaconsfield	Cairnlea	Dandenong Ranges	Footscray	Highton	Launching Place
Beaufort	Campbellfield	Daylesford	Forest Hill	Hillside	Laverton
Belgrave Heights	Cape Schanck	Deer Park	Fountain Gate	Hoddles Creek	Lavington
Belgrave	Carlton	Delahey	Frankston	Hoppers Crossing	Leopold
Bellfield	Carlton North	Devon Meadows	Frankston South	Hughesdale	Lilydale
Belmont	Carnegie	Diamond Creek	French Island	Huntingdale	Linton
Bendigo	Caroline Springs	Diggers Rest	Geelong	Hurstbridge	Little River
Bennettswood	Carrum Downs	Dingley Village	Gembrook	Inglewood	Longwarry
Bentleigh	Carrum	Doncaster	Gisborne	Inverloch	Lower Plenty
Bentleigh East	Cathkin	Doncaster East	Gladstone	Ivanhoe	Lower Templestowe
Berwick	Chadstone	Donnybrook	Gladstone Park	Ivanhoe East	Lynbrook

Per single property suburbs (cont.)

Zone 3 (cont.)

Lyndhurst	Mornington	Panton Hill	Sandhurst	Syndal	Warranwood
Lysterfield	Mornington Peninsula	Park Orchards	San Remo	Taggerty	Waterways
Macclesfield	Morwell	Parkdale	Sassafras	Tarneit	Watsonia
Macedon	Mt Dandenong	Parkville	Scoresby	Taylor's Hill	Wattle Glen
Macleod	Mt Evelyn	Pascoe Vale	Seabrook	Taylor's Lakes	Wattle Park
Maidstone	Mt Eliza	Patterson Lakes	Seaford	Tecoma	Werribee
Main Ridge	Mt Macedon	Pearcedale	Seaholme	Templestowe	Wesburn
Maldon	Mt Martha	Phillip Island	Seaspray	Terang	West Meadows
Maribyrnong	Mt Waverley	Plenty	Seddon	The Basin	West Footscray
Maryborough	Mulgrave	Point Cook	Selby	The Patch	West Melbourne
Marysville	Murrumbeena	Point Lonsdale	Seville	Thomastown	Westall
Maldon	Narbethong	Port Campbell	Sherbrooke	Thornbury	Westgarth
Maribyrnong	Narre Warren	Portarlington	Shoreham	Thornton	Wheeler's Hill
Maryborough	Newbridge	Portland	Silvan	Toolern Vale	Whittlesea
Marysville	Newhaven	Portsea	Skipton	Tootgarook	Wildwood
McCrae	Newmarket	Preston	Skye	Torquay	Williamstown
McKinnon	Newport	Preston West	Smiths Gully	Tottenham	Wollert
Meadow Heights	Newtown	Queenscliff	Somers	Tower Hill	Wonga Park
Melton	Niddrie	Red Hill	Somerton	Traralgon	Woomelang
Menzies Creek	Noble Park	Regent	Somerville	Travancore	Wyndham Green
Merlynston	Norlane	Research	South Morang	Truganina	Wyndham Vale
Mernda	North Melbourne	Reservoir	Sorrento	Tullamarine	Yallambie
Merricks	Northcote	Riddell	Spotswood	Tyabb	Yan Yean
Mickleham	Notting Hill	Riddell's Creek	Springhurst	Upfield	Yarra Glen
Mill Park	Nunawading	Ringwood	Springvale	Upper Beaconsfield	Yarra Junction
Millgrove	Oak Park	Ripponlea	St Albans	Upper Ferntree Gully	Yarra Valley
Mitcham	Oaklands Junction	Robinvale	St Andrews Beach	Upper Plenty	Yarrambat
Monbulk	Oakleigh	Rockbank	St Andrews	Upwey	Yarrawille
Montmorency	Oakleigh East	Romsey	St Helena	Vermont	Yarrowonga
Montrose	Oakleigh South	Rosanna	St Kilda East	View Bank	Yarra Valley
Moonee Ponds	Ocean Grove	Rosebud	St Kilda	Wallan	Yarrambat
Moorabbin	Officer	Rowville	St Leonards	Wandin	Yarrawille
Moorooduc	Olinda	Roxburgh Park	Strathmore	Wandong	Yarrowonga
Mooroolbark	Olivers Hill	Rye	Sunbury	Wantirna	
Mordialloc	Ormond	Safety Beach	Sunshine	Warburton	
Moreland	Pakenham	Sanctuary Lakes	Sydenham	Warrandyte	

Deadlines

Saturday only

Saturday	
Line advertisements – material / booking / cancellation deadlines	
Phone copy	5pm Wednesday
AdOnline	5pm Wednesday
Display advertisements	
Domain — Classified display	
Booking / cancellation	12pm Wednesday
Supplied material	5pm Wednesday
Proof required	10am Wednesday
Domain — Front of book (Premium positions not inc front cover)	
Booking / cancellation	Noon Tuesday*
Supplied material	4pm Wednesday

Booking / cancellation and copy deadlines are subject to change at any time without notice. This also applies to public holidays and special editions.

*2 weeks prior. Cancellation fees may apply.

All days other than Saturday

	Sunday	Monday	Tuesday – Friday	Wednesday Early General News
Line advertisements – material / booking / cancellation deadlines				
Phone copy / AdOnline	10am Friday	3pm Friday	5pm day prior	
Display advertisement deadlines				
Bookings / cancellations	4.30pm Friday	4.30pm Friday	4.30pm day prior	10am day prior
Supplied material	5pm Friday	5pm Friday	5pm day prior	Noon day prior

Positioning not guaranteed.

Contact information

To advertise or find out more visit adcentre.com.au or contact:

Victoria Phone: (03) 9249 5300	New South Wales Phone: (02) 9282 2277	Queensland Phone: (07) 3835 7500	South Australia Phone: (08) 8212 1212	Western Australia Phone: (08) 9423 8903
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Booking and material

All advertising services are governed by Fairfax Media Terms and Conditions of Advertising. Fairfax reserves the right to modify this ratecard or its Terms and Conditions at any time without prior notice.

100% space charge will apply when material fails to arrive in time for publication. No responsibility will be accepted for material arriving outside designated deadlines.

Design and artwork

The Age has an ad setting service that can prepare your artwork. Prices vary according to size.

Ad setting deadlines

Display advertisements that require The Age in-house ad setting service will have earlier deadlines to the display deadlines above.

Advertising material and specifications

Please note that The Age will only accept material via electronic transmission.

For further information please refer to adcentre.com.au or contact the Advertising Production Support Unit: 1300 666 326.

Terms and conditions

These terms apply to all advertising provided to any person (**Customer**) by Fairfax Media Limited ABN 15 008 663 161 or a subsidiary (**Fairfax**). **Customer** includes an advertiser on whose behalf Advertising is placed and any media company or agency that arranges the Advertising for its clients.

1. Publication of Advertising 1.1 Subject to these Terms, Fairfax will use its reasonable endeavours to publish advertising (**'Advertising'**) in the format and in the position agreed with the Customer. 'Advertising' includes images submitted for publication and content or information relating to published Advertisements.

1.2 Customer grants Fairfax a worldwide, royalty-free, non-exclusive, irrevocable licence to publish, and to sub-licence the publication of, the Advertising in any form or medium, including print, online or other. Customer warrants that it is authorised to grant Fairfax the licence in this clause 1.

2. Right to Refuse Advertising 2.1 Neither these Terms nor any written or verbal quotation by Fairfax represents an agreement to publish Advertising. An agreement will only be formed between Fairfax and Customer when Fairfax accepts the Advertising in writing or generates a tax invoice for that Advertising. **2.2** Fairfax reserves the right to refuse or withdraw from publication any Advertising at any time without giving reasons (even if the Advertising has previously been published by Fairfax).

3. Right to vary Format, Placement or Distribution

3.1 Fairfax will use reasonable efforts to publish Advertising in the format and in the position requested by the Customer. However, Fairfax reserves the right to vary the placement of Advertising within a title or website or to change the format of Advertising (including changing colour to black and white).

3.2 Fairfax may distribute interstate or regional editions of a title without all inserts or classified sections.

3.3 Except in accordance with clause 12, Fairfax will not be liable for any loss or damage incurred by a Customer arising from Fairfax's failure to publish Advertising in accordance with a Customer's request.

3.4 If Fairfax changes the press configuration for a publication, Fairfax reserves the right to shrink or enlarge the Advertising by up to 10% without notice to Customer or any change to rates.

4. Submission of Advertising 4.1 Customer warrants to Fairfax that the publication of the Advertising does not breach or infringe: (a) the Competition and Consumer Act (Cth) or equivalent State legislation; (b) any copyright, trade mark, obligation of confidentiality or other personal or proprietary right; (c) any law of defamation, obscenity or contempt of any court, tribunal or royal commission; (d) State or Commonwealth privacy legislation or anti-discrimination legislation; (e) any financial services law as defined in the Corporations Act 2001 (Cth); or (f) any other law or applicable code (including any common law, statute, delegated legislation, rule or ordinance of the Commonwealth, or a State or Territory).

4.2 Customer warrants that if Advertising contains the name or photographic or pictorial representation of any living person and/or any copy by which any living person can be identified, the Customer has obtained the authority of that person to make use of his/her name or representation or the copy. **4.3** Advertising containing contact details for the Customer must contain the full name and street address of the Customer. Post office box and email addresses alone are insufficient. **4.4** If a Customer submits Advertising that looks, in Fairfax's opinion, like editorial material, Fairfax may publish the Advertising under the heading 'Advertising' with a border distinguishing it from editorial. **4.5** Fairfax will not be responsible for any loss or damage to any Advertising material left in its control. **4.6** Advertising submitted electronically must comply with Fairfax's specifications. Fairfax may reject the Advertising material if it is not submitted in accordance with such specifications. **4.7** Advertising material delivered digitally must include the Fairfax booking or material identification number. **4.8** If Customer is a corporation and the Advertising contains the price for consumer goods or services, Customer warrants that the Advertising complies with the component pricing provisions of the Competition and Consumer Act (Cth) and contains, as a single price, the minimum total price to the extent quantifiable at time of the Advertising. **4.9** Customer must not resell Advertising space to any third party without Fairfax's consent. **4.10** If Advertising promotes a competition or trade promotion, Customer warrants it has obtained all relevant permits and indemnifies Fairfax against any loss in connection with the Advertising.

5. Classified Advertising 5.1 Fairfax will publish classified Advertising under the classification heading it determines is most appropriate. These headings are for the convenience of readers. Fairfax will publish classified display Advertising sorted by alphabetical caption and, where space permits, with related line Advertising.

6. Online Advertising 6.1 For online banner and display Advertising, Customer must submit creative materials and a click-through URL to Fairfax at least 3 working days (5 working days for non-gif material) or within such other deadline advised by Fairfax at its discretion before publication date. Fairfax may charge Customer for online Advertising cancelled on less than 30 days notice or if creative materials are not submitted in accordance with this clause 6.1.

6.2 All online Advertising (including rich media) must comply with Fairfax's advertising specifications.

6.3 Fairfax will measure online display and banner Advertising (including impressions delivered and clicks achieved) through its ad-serving systems. Results from Customer or third party ad-servers will not be accepted for the purposes of Fairfax's billing and assessment of Advertising. **6.4** Fairfax is not liable for loss or damage from an internet or telecommunications failure.

6.5 Customer acknowledges that Fairfax may at its discretion include additional features or inclusions such as third party advertisements within online classified Advertising.

7. Errors 7.1 Customer must promptly check proofs of Advertising (if provided to the Customer by Fairfax) and notify Fairfax of any errors in the proofs or in published Advertising. **7.2** Fairfax does not accept responsibility for any errors submitted by the Customer or its agent, including errors in Advertising placed over the telephone. **7.3** Customer must send any claim for credit or republication in writing to Fairfax no later than 7 days after the date of publication of the Advertising.

8. Advertising Rates and GST 8.1 The Customer must pay for Advertising, unless otherwise agreed, at the casual ratecard rate. Ratecard rates may be varied at any time by Fairfax without notice. Customer must pay GST at the time it pays for Advertising. Fairfax will provide a tax invoice or adjustment note (as applicable). **8.2** Eligibility for discounts or rebates will be based on the Customer's GST-exclusive advertising spend.

9. Credit and Customer Accounts 9.1 Fairfax may grant, deny or withdraw credit to a Customer at any time in its discretion. Customer must ensure that its Customer account number is available only to those employees authorised to use it. Customer acknowledges it will be liable for all Advertising placed under Customer's account number.

10. Payment 10.1 The Customer must pre-pay for Advertising if required by Fairfax. If Advertising is on account, payment must be within 7 days of date of the invoice or, for certain Rural Press publications, within 21 days of the end of the month in which the invoice is issued. If a commercial account has been established with Fairfax, payment must be within 30 days of invoice date. **10.2** If Customer fails to provide the copy for a booking by publication deadline, Customer will be charged unless a cancellation is approved by Fairfax. If Fairfax accepts Advertising after the deadline, it will be deemed out of specification. Customer has no claim against Fairfax for credit, republication or other remedy for out of specification Advertising. **10.3** Customer must pay the full price for Advertising even if Fairfax varied the format or placement of the Advertising or if there is an error in the Advertising, unless the error was Fairfax's fault. Customer must pay its electronic transmission costs.

11. Failure to Pay and Other Breach 11.1 If Customer breaches these terms, fails to pay for Advertising or suffers an Insolvency Event (defined in clause 11.2), Fairfax may (in its discretion and without limitation): (a) cancel any provision of credit to Customer; (b) require cash pre-payment for further Advertising; (c) charge interest on all overdue amounts at the rate 2% above the NAB Overdraft Base Rate; (d) take proceedings against the Customer for any outstanding amounts; (e) recover Fairfax's costs including mercantile agency and legal costs on a full indemnity basis; (f) cease publication of further Advertising or terminate an agreement for Advertising not published; (g) exercise any other rights at law.

11.2 A Customer suffers an 'Insolvency Event' if: (a) Customer is a natural person and commits an act of bankruptcy; or (b) Customer is a body corporate and cannot pay its debts as and when they fall due or enters an arrangement with its creditors other than in

the ordinary course of business or passes a resolution for administration, winding up or liquidation (other than for the purposes of re-organisation or reconstruction); or has a receiver, manager, liquidator or administrator appointed to any of its property or assets or has a petition presented for its winding up. **11.3** Fairfax may withhold any discounts or rebates if Customer fails to comply with its payment obligations. **11.4** A written statement of debt signed by an authorised employee of Fairfax is evidence of the amount owed by the Customer to Fairfax.

12. Liability 12.1 The Customer acknowledges that it has not relied on any advice given or representation made by or on behalf of Fairfax in connection with the Advertising. **12.2** Fairfax excludes all implied conditions and warranties from these terms, except any condition or warranty (such as conditions and warranties implied by the Competition and Consumer Act and equivalent State acts) which cannot by law be excluded (**'Non-excludable Condition'**). **12.3** Fairfax limits its liability for breach of any Non-Excludable Condition (to the extent such liability can be limited) and for any other error in published Advertising caused by Fairfax to the re-supply of the Advertising or payment of the cost of re-supply (at Fairfax's option). **12.4** Subject to clauses 12.2 and 12.3, Fairfax excludes all other liability to the Customer for any costs, expenses, losses and damages incurred in relation to Advertising published by Fairfax, whether that liability arises in contract, tort (including by Fairfax's negligence) or under statute. Without limitation, Fairfax will in no circumstances be liable for any indirect or consequential losses, loss of profits, loss of revenue or loss of business opportunity.

12.5 The Customer indemnifies Fairfax and its officers, employees, contractors and agents (the **'Indemnified'**) against any costs, expenses, losses, damages and liability suffered or incurred by the Indemnified arising from the Customer's breach of these Terms and any negligent or unlawful act or omission of the Customer in connection with the Advertising.

13. Privacy 13.1 Fairfax collects a Customer's personal information to provide the Advertising to the Customer and for invoicing purposes. Fairfax may disclose this personal information to its related bodies corporate, to credit reporting agencies and other third parties as part of provision of the Advertising and for overdue accounts, to debt collection agencies to recover amounts owing. **13.2** Fairfax provides some published Advertising to third party service providers. Where such Advertising contains personal information, Customer consents to the disclosure of their personal information in the advertising to third parties and to the personal information being republished by a third party. **13.3** Customers may gain access to their personal information by writing to the Privacy Officer, GPO Box 506, Sydney NSW 2001. Fairfax's privacy policy is at www.fxj.com.au.

14. Confidentiality 14.1 Each party will treat as confidential, and will procure that its advertising agents, other agents, and contractors (**'Agents'**) treat as confidential and will not disclose, unless disclosure is required by law: (a) the terms of this Agreement (including terms relating to volumes and pricing); (b) information generated for the performance of this Agreement, including all data relating to advertising schedules, budgets, forecasts, booked advertising, prices or volumes; (c) any other information that ought in good faith to be treated as confidential given the circumstances of disclosure or the nature of the information; (d) any information derived wholly or partly for any information referred to in (a) to (c) above; Each party agrees to take all reasonable precautions to prevent any unauthorised use, disclosure, publication or dissemination of the confidential information by or on behalf of itself or any third party.

15. General 15.1 These Terms, with any other written agreement, represent the entire agreement of the Customer and Fairfax for Advertising. They can only be varied in writing by an authorised officer of Fairfax. No purchase order or other document issued by the Customer will vary these Terms. **15.2** Fairfax will not be liable for any delay or failure to publish Advertising caused by a factor outside Fairfax's reasonable control (including but not limited to any act of God, war, breakdown of plant, industrial dispute, electricity failure, governmental or legal restraint). **15.3** Fairfax may serve notice on Customer by post or fax to the last known address of the Customer. **15.4** These Terms are governed by the laws of the State in which the billing company for the Advertising is located and each party submits to the non-exclusive jurisdiction of that State.

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