

## FAIRFAX NEW ZEALAND LIMITED

### ADVERTISING TERMS AND CONDITIONS FOR WEBSITES AND PUBLICATIONS

Fairfax New Zealand Limited (Fairfax, we, us, our) place material for publication on behalf of the customer (you) subject to these terms and conditions of advertising (Terms).

These Terms apply to all advertising in any of our publications or websites unless we have agreed other terms in writing with you.

1. In accepting any material including electronic material or data for publication, and in publishing it we are doing so in consideration of and relying on the your express warranty, the truth of which is essential that :
  - a) the material does not contain anything:
    - that is misleading or deceptive or likely to mislead or deceive or which otherwise breaches the Fair Trading Act 1986;
    - that is defamatory or indecent or which otherwise offends against generally accepted community standards;
    - that infringes a copyright or trademark or otherwise infringes any intellectual or industrial property rights;
    - that breaches any right of privacy or confidentiality;
    - that breaches any provision of any statute, regulation, by-law or other rule or law; and
  - b) the material complies in every way with the Advertising Code of Practice issued by the Advertising Standards Authority Inc. (“ASA”) and with every other code or industry standing relating to advertising in New Zealand;
  - c) publication of the material will not give rise to any liability on our part or in a claim being made against us in New Zealand or elsewhere; and
  - d) the material does not include any cookie, tracking tag or other tracking device unless we have provided our prior written consent to such inclusion, to the extent we consent to you collecting information relating to our users (“User Information”) you may only use such information for the advertiser’s internal statistical purposes and solely in respect of the relevant advertising campaign. For the avoidance of doubt you must not disclose any User Information to any third party and must not use any User Information in connection with any advertising campaigns on any third party properties or websites. If you are a representative of an advertiser, this does not prevent you from disclosing the User Information in summary format only to the advertiser, provided you procure that the advertiser only uses such information in accordance with this paragraph 1(d).

2. You agree to indemnify us against any losses, liabilities, costs, claims or expenses whatsoever arising directly or indirectly from any breach of the warranties set out above and from any costs incurred in our making corrections or amendments in accordance with the terms that follow.
3. We must receive all creative materials and information from you in accordance with the timeframes specified on the insert order or email confirmation.
4. We may refuse to publish, or withdraw material from publication without having to give reason.
5. We may publish the material at a time different from originally booked or where applicable in the next available issue if there is an error or delay in publication of the advertising as booked.
6. All creative submissions are subject to reasonable approval by us. We may require that material is corrected or amended to conform to style, or for other genuine reasons.
7. We may provide guidelines to be followed where you include an Internet addresses in advertising.
8. The positioning or placing of any material in a publication or website is at our discretion except where specifically agreed in writing.
9. You must tell us as soon as possible if there is an error or omission in any material placed by us on your behalf.
10. Campaign advertising impressions will be counted and recognised by our ad-serving engine. A third party ad-serving engine may also be used but its impression count won't be recognised unless we agree otherwise in writing.
11. If you wish to cancel an advertisement or campaign you must communicate this in writing to us. A cancellation fee may apply, please refer to the applicable advertising rate card or insertion order for specific details of any cancellation fee.
12. The charge for advertising will be in New Zealand dollars and in accordance with the applicable rate card applying at the time for the publication, unless we agree otherwise in writing.
13. Rate card adjustments will be published on our publications and sites. New rates will apply one month after the rate adjustment is published.

14. If you are not a New Zealand resident the cost of any advertising you place with us will be zero-rated for GST purposes. If you are a non-resident agent placing advertising on behalf of a New Zealand resident GST will be applied at the standard rate.
15. Payment is due on the 20<sup>th</sup> of the month following advertising unless we specify otherwise in writing. If payment is not made by the due date you will be liable for all costs of recovery, commissions and collection fees at market rates.
16. We exclude all implied conditions and warranties from these terms except to the extent that they cannot be excluded by law. The guarantees contained in the Consumer Guarantees Act 1993 are excluded where you acquire or hold yourself out as acquiring goods or services for the purpose of a business.
17. We will not be liable for any loss including any loss of revenue or profit and any indirect or consequential loss arising from or in relation to any error or omission in publishing or failure to publish and if we are found to have any liability for any circumstance that liability is limited to the cost of the space of the advertisement.
18. Where you utilise any aspect of our creative services in the design or production of an advertisement (including photographic or design work) you acknowledge that we own the copyright in such work and that such work is not work for which a commission payment has been made or agreed. You may not use any such advertisement in any other publication without our specific written consent.
19. By placing an advertisement for publication you grant us a perpetual, royalty free license to reproduce the advertisement in any print or electronic media we offer customers now or in the future.
20. You acknowledge that you have not relied on any representation made by us or on behalf of Fairfax New Zealand in connection with advertising.
21. All DVD's, Blu-ray disks and videos, and any other restricted publications advertised for sale must include its Classification as determine by the New Zealand classification office any may be advertised only in accordance with the conditions imposed by the Classification Office. We may require written evidence of New Zealand classification ratings and Classification Office conditions for each DVD, video or any publication.
22. We have the right at any time to provide advertising data (including but not limited to the Customers total advertising rate card spend) for publication by Nielsen Media Research as part of our membership of the IAB of New Zealand and to monitor ad spend of New Zealand.

23. You will be charged an additional fee of 2% including GST when making payments by Visa, MasterCard or American Express cards. This excludes prepaid advertising unless prepaid advertising is being paid for at the front counter of any of our premises.
24. In addition to these Terms and Conditions you acknowledge that all advertising including the conditions of payment, delivery and changes to or cancellation of such advertising, will be in accordance with and subject to the conditions notified to you or generally published by Fairfax from time to time.
25. We may at our sole discretion vary these Terms and Conditions at any time provided that: (a) such amended terms will not affect prior agreed advertising orders; and (b) if you do not agree with a variation then you may cease placing orders with us.