

## **AUDIENCE PROFILE | PRINT**



#### **Newspapers**

Monday - Saturday

# An inquiring and committed readership

The Sydney Morning Herald offers independence, authority, integrity, quality and an inquiring, committed readership. Its news, analysis and commentary set the standard for journalistic excellence, and involve the questioning reader in the affairs of Sydney, Australia and the world.



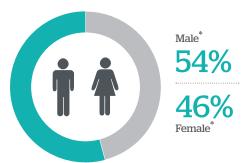
## **Print Readership**\*

1,466,000

Circulation:#

131,737
MON-FRI (Ave)

228,392 SATURDAY







#### Age\*

18-24	10%
25-34	12%
35-49	24%
50-64	25%
65+	23%

# \$93K Average PI FT 85% Grocery Buyers A 35% Social Grade (index. 155)

Demographics

Source: \*emma<sup>TM</sup> conducted by Ipsos MediaCT, 12 months ending Dec 2013, Nielsen Online Ratings Dec 2013, People 14+. #Audit Bureau of Circulations, Dec 2013.

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# **AUDIENCE PROFILE | ONLINE**



#### **Online**

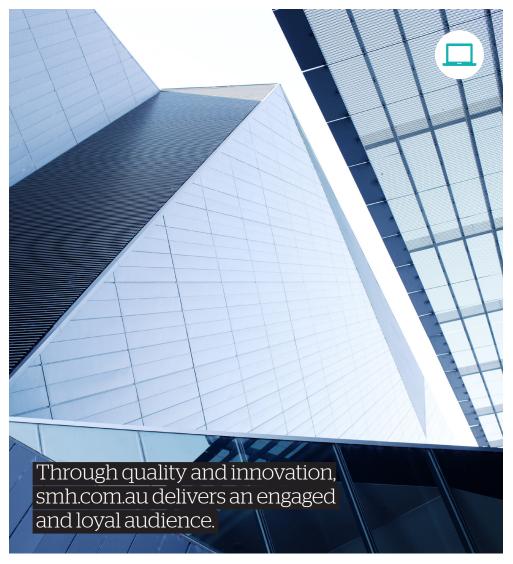
smh.com.au

## Engaged and loyal

A leader in Australian online news and information, *smh.com.au* continues to transform the way Australians access news.

Comprehensive coverage of business, technology, environment, travel, sport, entertainment and lifestyle content ranging from breaking news, in-depth analysis to useful daily information and snippets of pop culture.

We also encourage our readers to join the conversation and have their say through comments sections, ratings and blogs.



#### smh.com.au#

**Unique Audience** 

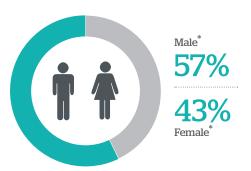
2,751,000

Page Views:#

Time: (p/person)#

111,458,000

1hr:27min:57secs

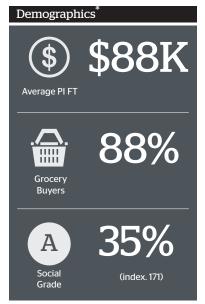








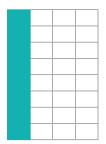




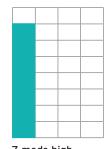
Sources: #Nielsen Online Ratings, Hybrid, Jan 2014. \*emma<sup>TM</sup> conducted by Ipsos MediaCT, People 14+ for the 12 months ending Dec 2013, Nielsen Online Ratings, Dec 2013, people 14+ only.

# **GENERAL CLASSIFIEDS SIZES**

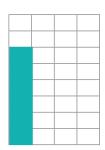
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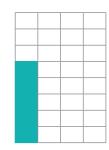
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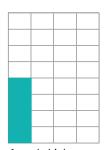
7 mods high Code: T71 Size mm: 327x63



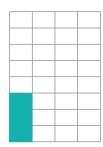
6 mods high Code: T61 Size mm: 280x63



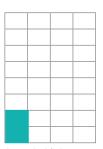
**5 mods high** Code: T51 Size mm: 233x63



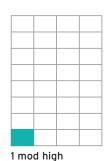
4 mods high Code: T41 Size mm: 186x63



3 mods high Code: T31 Size mm: 139x63

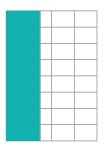


2 mods high Code: T21 Size mm: 92x63

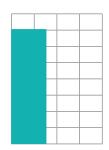


Code: T11 Size mm: 45x63

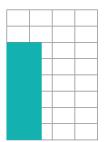
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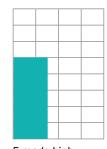
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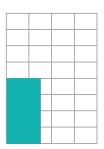
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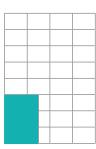
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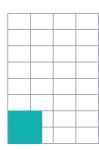
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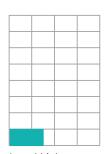
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3 mods high Code: T31H Size mm: 139x96



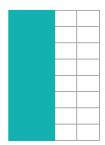
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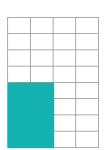
1 mod high Code: T11H Size mm: 45x96

## **GENERAL CLASSIFIEDS SIZES**

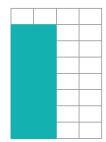
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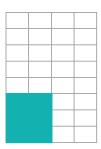
8 mods high Code: T82 Size mm: 374x129



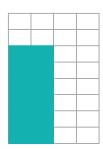
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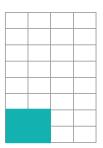
7 mods high Code: T72 Size mm: 327x129



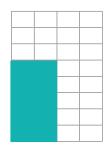
3 mods high Code: T32 Size mm: 139x129



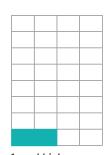
6 mods high Code: T62 Size mm: 280x129



2 mods high Code: T22 Size mm: 92x129

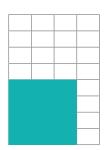


5 mods high Code: T52 Size mm: 233x129

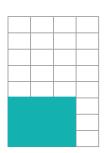


1 mod high Code: T12 Size mm: 45x129

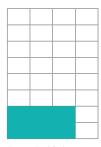
### 3 Modules Wide



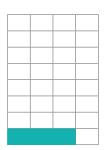
4 mods high Code: T43 Size mm: 186x194



3 mods high Code: T33 Size mm: 139x194



2 mods high Code: T23 Size mm: 92x194



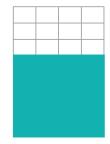
1 mod high Code: T13 Size mm: 45x194

# **GENERAL CLASSIFIEDS SIZES**

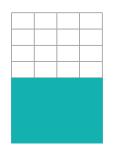
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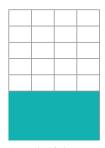
8 mods high Code: T84 Size mm: 374x260



**5 mods high** Code: T54 Size mm: 233x260



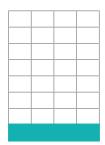
4 mods high Code: T44 Size mm: 186x260



3 mods high Code: T34 Size mm: 139x260



2 mods high Code: T24 Size mm: 92x260



1 mod high Code: T14 Size mm: 45x260

## **GENERAL CLASSIFIEDS RATES**

#### **TRADING WORLD**

Display Rates	Single Module (T11)  Gst Excl	Single Module (T11)	
Monday - Friday	\$450	\$495	
Saturday	\$580	\$638	
Lineage Rates	Price Per Line	Price Per Line	
	Gst Excl	Gst Incl	
Monday - Friday	\$9.18	\$10.10	
Saturday	\$10.08	\$11.09	
Antiques and Collectibles Garden Supplies Baby Needs Home Improvements Beauty Health and Fitness Internet Services Bicycles Jewellery Books and Publications	Livestock and Equipment Building Material and Suppliers Machinery and Equipment Camping Equipment Miscellaneous Goods Clothes and Accessories Musical Instruments Office Furniture and Equipment	Pets and Pet Care Phones Photographic Pools and Spas Shop Fittings Sporting Goods Equipment and Clothing Stamps and Coins Trader Web Services Wanted to Buy	

#### **TENDER RATES**

Display Rates	Single Module (T11)	Single Module (T11)		
	Gst Excl	Gst Incl		
Monday - Friday	\$620	\$682		
Saturday	\$760	\$836		
Lineage Rates	Price Per Line	Price Per Line		
Lilleage Rates	Price Per Line	Price Per Line		
Lilleage Rates	Gst Excl	Gst Incl		
Monday - Friday				

#### **TRAVEL**

Display Rates	Single Module (T11) Gst Excl	Single Module (T11)  Gst Incl	
Saturday	\$350	\$385	
Sunday	\$350	\$385	
Sat/Sun Dual Buy	\$525 \$577.50		
Lineage Rates	Price Per Line	Price Per Line	
	Gst Excl	Gst Incl	
Monday - Friday	\$10.55	\$11.61	
Saturday or Sunday	\$12.55	\$13.81	

#### **DEATH & FUNERAL ANNOUNCEMENTS**

Display Rates	Single Module (T11)	Single Module (T11)		
	Gst Excl	Gst Incl		
Monday - Saturday	\$399	\$438.90		
Lineage Rates	Price Per Line	Price Per Line		
	Gst Excl	Gst Incl		
Monday - Saturday	\$10.75	\$11.83		
Death Notices incl.	Funerals			

#### RATE EXCEPTIONS

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Monday - Saturday	Per Notice	Per Notice
	GST Excl	GST Incl
Legal Notices (probate, admin, accounts)	from \$82.50	from \$90.75
Claims	from \$105	from \$115.50
Legal Family Law	\$125	\$137.50

#### **PERSONALS & PERSONAL SERVICES**

Display Rates	Single Module (T11) Gst Excl	Single Module (T11)  Gst Incl		
Monday - Saturday	\$225	\$247.50		
Lineage Rates	Price Per Line	Price Per Line		
	Gst Excl	Gst Incl		
Monday - Saturday	\$10.44	\$11.48		
Births Memorial Services Birthday Greetings In Memorian	Engagements Return Thanks Marriages	Memorial Parks Wedding Anniversaries Funeral Directors		

#### **NOTICES & SERVICES**

Display Rates	Single Module (T11) Gst Excl	Single Module (T11)  Gst Incl
Monday - Friday	\$755	\$830.50
Saturday	\$940	\$1034
Lineage Rates	Price Per Line	Price Per Line
	Gst Excl	Gst Incl
Monday - Friday	\$14.26	\$15.69
Saturday	\$17.40	\$19.14
Trades & Services Government Notices Legal Others Municipal Notices Lost & Found	Medical Notices Personal/Missing Friends Shipping Notices Company Notices	Electoral Notices Dental Notices++ Religious Announcement Public Notices

#### **AUCTIONS RATES**

Display Rates	Single Module (T11)	Single Module (T11)		
	Gst Excl	Gst Incl		
Monday - Friday	\$510	\$561		
Saturday	\$650	\$715		
Lineage Rates	Price Per Line	Price Per Line		
	Gst Excl	Gst Incl		
Monday - Friday	\$9.50	\$10.45		
Saturday	\$11	\$12.10		
General Auctions	Auction Web Services			

## **BOATING RATES**

Display Rates	Single Module (T11)	Single Module (T11)		
	Gst Excl	Gst Incl		
Monday - Friday	\$275	\$302.50		
Saturday	\$275	\$302.50		
Lineage Rates	Price Per Line	Price Per Line		
	Gst Excl	Gst Incl		
Monday - Friday	\$10.43	\$11.47		
Saturday	\$12.39	\$13.63		

#### **PERSONAL SERVICES RATES**

Display Rates	Single Module (T11)  Gst Excl	Single Module (T11)  Gst Incl		
Monday - Saturday	\$370 \$407			
Lineage Rates	Price Per Line	Price Per Line		
	Gst Excl	Gst Incl		
Monday - Saturday	\$7.73	\$8.50		
Memorial Gifts				



# **GENERAL CLASSIFIEDS DEADLINES**



#### **BUY AND SELL**

Booking Deadline	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
Lineage Phoned Copy/AdOnline	4.30pm Sun	4.30pm Mon	4.30pm Tues	4.30pm Wed	4.30pm Thur	6pm Thur
Lineage Hard Copy	4pm Fri	4pm Mon	4pm Tues	4pm Wed	4pm Thur	5.30pm Thur
Display Phoned Bookings/AdOnline	Noon Fri	Noon Mon	Noon Tues	Noon Wed	Noon Thur	2pm Thur
Material Deadline						
Display Advertising	3pm Fri	3pm Mon	3pm Tues	3pm Wed	3pm Thur	3pm Thur

#### **AUCTIONS**

Booking Deadline	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
Lineage Phoned Copy/AdOnline	4.30pm Sun	4.30pm Mon	4.30pm Tues	4.30pm Wed	4.30pm Thur	6pm Thur
Lineage Hard Copy	4pm Fri	4pm Mon	4pm Tues	4pm Wed	4pm Thur	5.30pm Thur
Display Phoned Bookings/AdOnline	Noon Fri	Noon Mon	Noon Tues	Noon Wed	Noon Thur	2pm Thur
Material Deadline						
Display Advertising	3pm Fri	3pm Mon	3pm Tues	3pm Wed	3pm Thur	3pm Thur

#### **BOATING**

Booking Deadline	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
Lineage Phoned Copy/AdOnline	4.30pm Sun	4.30pm Mon	4.30pm Tues	4.30pm Wed	4.30pm Thur	6pm Thur
Lineage Hard Copy	4pm Fri	4pm Mon	4pm Tues	4pm Wed	4pm Thur	5.30pm Thur
Display Phoned Bookings/AdOnline	Noon Fri	Noon Mon	Noon Tues	Noon Wed	Noon Wed	2pm Thur
Material Deadline						
Display Advertising	3pm Fri	3pm Mon	3pm Tues	3pm Wed	3pm Thur	3pm Thur

#### **TENDERS**

Booking Deadline	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
Lineage Phoned Copy/AdOnline	4.30pm Sun	4.30pm Mon	4.30pm Tues	4.30pm Wed	4.30pm Thur	6pm Thur
Lineage Hard Copy	4pm Fri	4pm Mon	4pm Tues	4pm Wed	4pm Thur	5.30pm Thur
Display Phoned Bookings/AdOnline	Noon Fri	Noon Mon	Noon Tues	Noon Wed	Noon Thur	2pm Thur
Material Deadline						
Display Advertising	3pm Fri	3pm Mon	3pm Tues	3pm Wed	3pm Thur	3pm Thur

#### **NOTICES & SERVICES**

Booking Deadline	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
Lineage Phoned Copy/AdOnline	4.30pm Sun	4.30pm Mon	4.30pm Tues	4.30pm Wed	4.30pm Thur	6pm Thur
Lineage Hard Copy	4pm Fri	4pm Mon	4pm Tues	4pm Wed	4pm Thur	5.30pm Thur
Display Phoned Bookings/AdOnline	Noon Fri	Noon Mon	Noon Tues	Noon Wed	Noon Thur	2pm Thur
Material Deadline						
Display Advertising	3pm Fri	3pm Mon	3pm Tues	3pm Wed	3pm Thur	3pm Thur

#### **PERSONAL SERVICES**

Booking Deadline	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
Lineage Phoned Copy/AdOnline	5pm Sun	5pm Mon	5pm Tues	5pm Wed	5pm Thur	6pm Thur
Lineage Hard Copy	4.30pm Fri	4.30pm Mon	4.30pm Tues	4.30pm Wed	4.30pm Thur	5.30pm Thur
Display Phoned Bookings/AdOnline	Noon Fri	Noon Mon	Noon Tues	Noon Wed	Noon Thur	2pm Thur
Material Deadline						
Display Advertising	3pm Fri	3pm Mon	3pm Tues	3pm Wed	3pm Thur	3pm Thur



# **GENERAL CLASSIFIEDS DEADLINES**

#### TRAVEL

Booking Deadline	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
Lineage Phoned Copy/AdOnline	4.30pm Sun	4.30pm Mon	4.30pm Tues	4.30pm Wed	4.30pm Wed	12pm Wed	3pm Wed
Lineage Hard Copy	4pm Sun	4pm Mon	4pm Tues	4pm Wed	4pm Wed	11.30pm Wed	1pm Wed
Display Phoned Bookings/AdOnline	Noon Fri	Noon Mon	Noon Tues	Noon Wed	10am Wed	5pm Tues	Noon Tues
Material Deadline							
Display Advertising	3pm Fri	3pm Mon	3pm Tues	3pm Wed	3pm Thurs	Noon Wed	Noon Wed

#### PERSONAL ANNOUNCEMENTS

Booking Deadline	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
Lineage Phoned Copy/AdOnline	5pm Sun	5pm Mon	5pm Tues	5pm Wed	5pm Thur	5pm Fri
Lineage Hard Copy	4.30pm Sat	4.30pm Sun	4.30pm Mon	4.30pm Tues	4.30pm Wed	4.30pm Fri
Display Phoned bookings/AdOnline	Noon Fri	Noon Mon	Noon Tues	Noon Wed	Noon Thur	10am Fri
Material Deadline						
Display Advertising	Noon Fri	Noon Mon	Noon Tue	Noon Wed	Noon Thurs	Noon Fri



#### **Contacts**

#### NSW

Fairfax Media Publications Pty Limited 1 Darling Island Road

Pyrmont, New South Wales 2009

Phone: (02) 9282 1313

Email: classdisplay@fairfaxmedia.com.au

#### **VICTORIA**

Fairfax Media Publications Pty Limited Media House, 655 Collins St Melbourne. Victoria 3000

**Phone:** (03) 8667 1352

Email: classdisplay@fairfaxmedia.com.au

## **Booking and Material Procedure**

#### Lodging the Copy

#### By Telephone

Telephone your ad direct to 13 25 35

#### Online

www.advertisers.com.au

#### By Adonline<sup>TM</sup>

AdOnline offers you a quick and easy way to book display ad space, and shows you how to format and send classified line ads directly to the publication. AdOnline is an innovative tool which uses the internet to provide direct interactive access to our publishing systems - it's fast, free, and flexible. Call 1300 669 599 for a demonstration. (TM - AdOnline is a trademark of Fairfax Media Pty Ltd).

#### By Email

classdisplay@fairfaxmedia.com.au

#### Material on Hand

Please note *The Sydney Morning Herald* will retain advertisements for a period of 3 months. Repeats outside this time span cannot be quaranteed.

#### Terms and Conditions

All advertising services are governed by Fairfax Media Terms and Conditions of Advertising. Fairfax Media 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.

#### **Business Rules**

To maintain the look of the classifieds pages, several business rules have been applied:

- Minimum lineage is applied to colour dependant on category.
- When a border or colour is applied, the text is indented making the advertisement longer, this is required for readability of the advertising.
- Deadlines for colour lineage do not change from current lineage deadlines, except where a colour logo is to be processed and thus we require material 72 hours prior to the booking deadline.
- · Colour photo deadlines vary per category.

Minimum 4 lines per single column advertisement (unless otherwise stated).

Logos: A fee of \$2.90 (\$0.29 GST, \$3.19 Total) is charged every time logo is used, over and above the space charged.

**Production Charge:** A production charge of \$2,360 (\$2,596 incl. GST) per tabloid page will be charged for all display advertisements made up from copy and/or material supplied by advertisers or their agents.

**Foreign Language Advertisements:** Must be accompanied by English translation and both versions must be published.

Material and Advertising Specifications: Please refer to our website www.adcentre.com.au

#### Advertising Material and Specifications

Please note that Fairfax Media will only accept material via electronic transmission. Fairfax Media operates new advertising quality assurance measures for *The Sydney Morning Herald*. All digital ads need to undergo Quality Assurance testing prior to being accepted for publication. To faciltate this, Fairfax Media has certified a number of methods for Quality Assurance testing and ad delivery (fees and charges apply):

#### Quickcut Australia

visit.adstream.com.au (02) 9467 7500

#### Adsend

www.adsend.com.au (03) 8689 9000

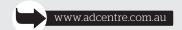
#### Fairfax Ad Designs

addesigns@fairfaxmedia.com.au (02) 8777 6956

#### Sendlite

fairfax.sendlite.com.au (02) 9818 1965

For further information please refer to our website **www.adcentre.com.au** or contact the Advertising Production 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.

#### **Publication of Advertising**

- 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, nonexclusive, 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. Right to Refuse Advertising
- 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. 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

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

  Submission of Advertising

- 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:
  - 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; 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
- 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
- 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. Classified Advertising

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

- Online Advertising
  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.

- 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. Fairfax does not accept responsibility for any errors submitted by the Customer or its agent, including errors in Advertising placed over the telephone.
- 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.

#### Advertising Rates and GST

- 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.

#### Credit and Customer Accounts

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.

#### 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.
  Failure to Pay and Other Breach

- 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;
  - 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.

  A written statement of debt signed by an authorised employee of Fairfax is evidence of the amount owed by the Customer to Fairfax.

- Liability
  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.

#### Privacy

- 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.

#### Confidentiality

- 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:
- the terms of this Agreement (including terms relating to volumes and pricing):
- information generated for the performance of this Agreement, including all data relating to advertising schedules, budgets, forecasts, booked advertising, prices or
- any other information that ought in good faith to be treated as confidential given the circumstances of disclosure or the
- nature of the information; 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.

#### General

- 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.

FAIRFAX MEDIA ABN 15 008 663 161

