

## Advertising terms and conditions – March 2017

### 1. General

- 1.1. These terms and conditions apply to every booking made with News Limited or any of the Publishers listed in clause 21 (“Publishers”) by any means (including through use of an insertion order, booking form or over the phone) by an Advertiser for the publication in or distribution of an Advertisement with, on or in a print or digital property of any Publisher. Publishers may use as an agent the services supplied by any other entity including News Limited under the brand News Corp Australia.
- 1.2. Each reference in these terms and conditions to Publisher is a reference to the relevant Publisher and, where there is more than one relevant Publisher, to each of them severally.
- 1.3. Where a Publisher acts as an agent in selling advertising inventory for an entity which is not listed in clause 21, these terms will apply in addition to the terms imposed by the relevant publishing entity.
- 1.4. Where an Advertiser is an agency, and places an Advertisement for publication under these terms and conditions, it agrees to these terms and conditions as principal and as agent for its client.
- 1.5. Publisher has the right to amend these conditions at any time. Notification of amendment shall be deemed to have been given to all Advertisers immediately upon publication of the amended conditions or other written notice, which shall apply to all advertising booked after the date of that publication (except where there is an express written agreement between the Publisher and Advertiser that those amendments will not apply to particular advertisements). Where an Advertiser has entered into an Advertising Expenditure Agreement and that Advertising Expenditure Agreement falls within the Financial Thresholds, the Advertiser will be entitled to terminate the Advertising Expenditure Agreement within 30 days of the publication of the amended conditions, if the amended conditions cause the Advertiser to suffer detriment. For the avoidance of doubt, this clause 1.5 does not apply to variations to advertising rates, casual rates or percentage discounts, which are governed by clauses 10.2, 10.4, 10.5, 11.2 and 11.5.
- 1.6. Every Advertisement must comply with and is subject to these terms and conditions as well as other relevant terms (as available at [www.newscorpastralia.com](http://www.newscorpastralia.com)), space or insertion orders (or other written agreements between the parties including any Advertising Expenditure Agreements), additional relevant terms as published or notified by the relevant Publisher (including as to creative requirements and technical specifications) and any relevant laws, regulations or codes of conduct. To the extent of any inconsistency between the various relevant terms, the following order of priority will be applied:
  - a. these terms,
  - b. any terms or conditions separately agreed in writing including any Advertising Expenditure Agreements
  - c. any terms or conditions published or notified by a relevant Publisher (including as to creative requirements and technical specifications)in order to eradicate any inconsistency.

### 2. Process

- 2.1. Each publication and Publisher has different process requirements for placing or booking of advertisements. There is no binding agreement for the publication of an Advertisement however until the relevant processes for the particular Publisher have been completed by the Advertiser.
- 2.2. Bookings which are in any way conditional will not be accepted.
- 2.3. Advertiser authorises Publisher to dispose of any materials supplied to Publisher relating to an advertisement (including illustrations, copy, photographs, artwork, and press-ready PDF digital files) following publication of an advertisement. Publisher is not required to retain or return to Advertiser any such materials.

### 3. Publisher rights and discretions

- 3.1. Every Advertisement submitted for publication is subject to Publisher's approval. Publisher may at its absolute discretion at any time:
  - a. refuse to publish or distribute any advertisement without giving any reason (in which case, no charge to Advertiser will be incurred);
  - b. cancel a campaign (in which case, no charge to Advertiser will be incurred for the unpublished portion of the campaign); or
  - c. head an advertisement 'Advertisement'.
- 3.2. Publisher owes no duty to Advertiser to review, approve or amend any Advertisement and no review, approval or amendment by Publisher will affect Advertiser's responsibility for the content of the Advertisement.
- 3.3. Publisher may, but is not obliged to, under pressure of deadline and without prior consultation or notice to Advertiser, amend any Advertisement in any terms whatsoever, if Publisher perceives it to be (i) in breach of any law of Australia or of any state (whether civil or criminal), (ii) in breach of any pre-existing publishing agreement entered into by Publisher, (iii) defamatory, (iv) in contempt of court or parliament, (v) otherwise likely to attract legal proceedings of any kind, (vi) offensive. Should Publisher so amend the Advertisement, the agreed price shall not be reduced.
- 3.4. Publisher has the right, and the right to permit other persons, to republish any Advertisement in any print, electronic or digital form for any purpose using any media and in any part of the world.

### 4. Positioning, Placement and other Advertiser requests

- 4.1. The positioning and placement of an Advertisement is at the discretion of Publisher except where expressly agreed in writing by Publisher. Publisher will attempt to position Advertisements, in accordance with the Advertiser's request if the Advertiser has agreed to pay any relevant preferred position loading charges. If Publisher fails to publish the Advertisement in accordance with Advertiser's requests, then subject to clause 14.1, Publisher's liability will be limited to refunding the relevant position loadings paid.
- 4.2. Where colour loading charges are separately levied by Publisher and paid by Advertiser, Publisher will attempt to publish Advertisements in colour, in accordance with the Advertiser's request. If Publisher fails to publish the Advertisement in colour in accordance with Advertiser's requests, then subject to clause 14.1, Publisher's liability will be limited to refunding the relevant colour loadings paid.
- 4.3. If an Advertisement is to be published in a digital publication, Publisher may vary the placement and/or format of Advertisements across the relevant digital media. Publisher will endeavour to notify Advertiser of such changes. Advertising space in a digital publication may be filled on rotation with various Advertisements from various Advertisers.
- 4.4. Subject to clause 14.1, if any Advertisement is specifically accepted for publication in a specific advertising category (including classified category or particular section) of a publication then, without prior consultation with Advertiser, Publisher may: (i) position the Advertisement anywhere within the category at its discretion, unless a specific placement has been agreed in writing, (ii) reposition that category within the publication, (iii) alter the date of publication of that category. Case (i) and (ii) will not mitigate Advertiser's liability to pay. In case of (iii), if Advertiser did not agree to the altered date prior to publication, then if within 30 days of publication of the Advertisement Advertiser notifies Publisher in writing that Advertiser has suffered adverse effects which were directly caused by the altered date of the publication and Advertiser provides to Publisher clear evidence of those adverse effects, the Advertiser will incur no charge for that particular Advertisement.
- 4.5. Subject to clause 14.1, if an Advertisement is specifically accepted for publication in a particular advertising supplement of a publication then, without prior consultation with Advertiser, Publisher may: (i) position the Advertisement anywhere within the supplement at its discretion, unless a specific placement has been agreed in writing, (ii) alter the date for publication of that supplement, (iii) cancel the supplement. Case (i) shall not mitigate Advertiser's liability to pay. Case (ii) will not mitigate Advertiser's liability to pay unless Advertiser did not agree to the altered date prior to publication and within 30 days of

publication of the Advertisement Advertiser notifies Publisher in writing that Advertiser has suffered adverse effects which were directly caused by the altered date of the publication and Advertiser provides to Publisher clear evidence of those adverse effects, in which case the Advertiser will incur no charge for that particular advertisement. Should (iii) occur Advertiser shall incur no charge.

## **5. Deadlines & Specifications**

- 5.1. Publisher imposes various deadlines (including for the provision to the Publisher of bookings for Advertisements and material for Advertisements, changes or variations to Advertisements) and specifications (including for size). All deadlines and specifications must be met by Advertiser. Publisher is under no obligation in relation to material or information received after relevant deadlines or not in accordance with the relevant specifications.
- 5.2. It is the Advertiser's responsibility to ascertain the relevant deadlines and specifications for the relevant publications for each publication or insertion date as deadlines and specifications may be changed at any time by Publisher. All deadlines and specifications are available at [www.news corpora australia.com](http://www.news corpora australia.com).
- 5.3. Publisher accepts no responsibility for any error when instructions or copy have or has been provided over the telephone unless Publisher receives written confirmation of the instructions or copy before the deadline.
- 5.4. It is the responsibility of the Advertiser to notify Publisher of any error immediately after it appears. Unless so notified, Publisher accepts no responsibility for any recurring error or any Loss relating to that recurring error.
- 5.5. Cancellations by the Advertiser must be made, in writing, prior to deadlines. Failure to do so will relieve the Publisher of any obligation to comply with the cancellation request and, if Publisher proceeds with the publication of the relevant Advertisement, then Publisher will be entitled to charge the Advertiser accordingly.

## **6. Advertisements produced by Publisher**

Publisher owns and retains all copyright and other intellectual property rights in relation to any Advertisements produced by Publisher or any materials provided by Publisher for use in an Advertisement. Advertiser obtains no rights in relation to those advertisements produced by any Publisher or in relation to content from any Publisher. This clause does not in any way derogate from Advertiser's obligations or liabilities in relation to such Advertisements.

## **7. Proofs**

- 7.1. Publisher may agree to provide proofs but only where so requested by Advertiser prior to relevant deadlines.
- 7.2. Colour shown on any proof is an indication only. Final print colours may vary with the print process and stock variations.
- 7.3. Where Publisher fails to provide a requested proof in accordance with clause 7.1, and the published advertisement substantially conforms to the copy provided by the Advertiser, then Advertiser is liable to pay the full cost of the Advertisement.

## **8. Inserts**

- 8.1. Publisher reserves the right to distribute inserts for more than one Advertiser at any time.
- 8.2. All materials to be inserted into a publication must be delivered to Publisher in accordance with all requirements of Publisher including delivery address, deadlines, packaging and bundling requirements.
- 8.3. Publisher, including its agents and contractors, may delay the distribution of inserts, if they reasonably believe that the quality or delivery of the relevant publication is likely to be jeopardised by the inclusion of the insert.

- 8.4. Additional charges may need to be agreed between the parties where:
  - a. insert materials are to be held by the Publisher at the premises of the Publisher (or its distributors) for more than two weeks; or
  - b. insert materials are to be re-consigned or require additional packing or handling.
- 8.5. Risk in the insert materials remains with the Advertiser at all times.

## 9. Sampling

- 9.1. Every proposal for the distribution of sample material is subject to Publisher's approval and Publisher may at its absolute discretion at any time refuse to distribute any sample material without giving any reason.
- 9.2. Sample material must not contain alcohol.
- 9.3. Risk in the sample materials remains with the Advertiser at all times.
- 9.4. When providing samples to the Publisher for approval, any special handling requirements (including requirements of refrigeration or heating) must be made clear.
- 9.5. Every proposal for sampling requires the prior approval of the Publisher and possibly third parties involved in or permitting the distribution of the relevant publication. Samples must therefore be provided to Publisher in sufficient time to allow for consents to be sought and granted. No representation or warranty is provided that such consent will be granted.
- 9.6. Advertiser must deliver to Publisher the sample materials, in accordance with all requirements of Publisher including delivery address, deadlines and bundling of sample material.
- 9.7. Publisher may, without prior notice to Advertiser, refuse or cease to distribute any sample material, if Publisher reasonably perceives such material to be:
  - a. in breach of any applicable law or regulation,
  - b. likely to attract legal claims or proceedings of any kind; or
  - c. offensive
- 9.8. Subject to clause 14.1, Publisher may change the date of the sampling exercise for any reason and at any time without incurring any liability to Advertiser or other persons, except where Publisher is solely and directly responsible for the change of date.
- 9.9. Publisher makes no representation or warranty as to the number of the relevant publication to be distributed on any particular day or that every copy of the relevant publication will be provided with a sample but will take reasonable steps to ensure that the sample and the relevant publication are distributed together.
- 9.10. Without limiting clause 15.2, Advertiser warrants that the sample material which it provides to Publisher for distribution with a publication:
  - a. matches the samples approved by Publisher;
  - b. is fully and properly sealed; and
  - c. is packaged and labelled and complies in all other respects with all relevant laws and regulations.

Without limiting clause 15.2, Advertiser warrants that the distribution of the sample material by Publisher as contemplated by the Advertiser and Publisher under any agreement between them is lawful and will not give rise to any claims against or liabilities of Publisher, its directors, employees, contractors or agents.

## 10. Advertising Expenditure Agreements

- 10.1. Maximum period of any Advertising Expenditure Agreement is one year (except in exceptional circumstances). In the absence of any valid Advertising Expenditure Agreement, including if an Advertising Expenditure Agreement has expired, casual rates will be charged by Publisher.

- 10.2. Publisher reserves the right to cancel or suspend any Advertising Expenditure Agreement where:
- a. Advertiser is in material breach of the Advertising Expenditure Agreement, these terms or any another agreement with Publisher or News Limited; or
  - b. Publisher or News Limited considers Advertiser becomes a credit risk; or
  - c. Advertiser's advertisements pose a reputational risk or other unacceptable risk for Publisher or News Limited; or
  - d. Publisher is no longer able to deliver the advertising services the subject of the Advertising Expenditure Agreement, including where it is no longer the Publisher; or
  - e. any other clause of these terms or any other agreement with Publisher or News Limited enables the Publisher or News Limited to terminate or suspend an Advertising Expenditure Agreement.

Subject to clauses 10.4, 10.5 and 11.5:

- a. the percentage discounts quoted in a Discount Protected Advertising Expenditure Agreement are not subject to any increase or decrease during the period of the Discount Protected Advertising Expenditure Agreement. However, the advertising rates (whether quoted or not) are subject to any increase or decrease notified by Publisher effective from the time nominated by Publisher, which may occur during the period of the Discount Protected Advertising Expenditure Agreement, and such varied rates will apply to all advertising booked from that nominated date (unless otherwise expressly agreed by the parties in writing);
  - b. the advertising rates applicable to a Rate Protected Advertising Expenditure Agreement at the time the agreement is entered into (whether quoted or not) are not subject to any increase or decrease during the period of the Rate Protected Advertising Expenditure Agreement.
- 10.3. Failure to receive or rejection on reasonable grounds of an advertisement by Publisher does not affect the obligations of Advertiser in relation to Advertiser's agreed minimum spend commitment through the term of an Advertising Expenditure Agreement under that Advertising Expenditure Agreement. Where an advertisement is rejected other than on reasonable grounds or is omitted by Publisher, Publisher will at Advertiser's election publish the advertisement again or reduce Advertiser's obligations in relation to their agreed minimum spend commitment accordingly.
- 10.4. If at any time Advertiser is not incurring advertising expenditure in the proportion that the part of the Advertising Expenditure Agreement up to that time bears to the entire Advertising Expenditure Agreement, Publisher reserves the right to either:
- a. adjust the percentage discount for a Discount Protected Advertising Expenditure Agreement or the advertising rates for a Rate Protected Advertising Expenditure Agreement (as applicable) to the level which would normally be allowed by Publisher to a customer incurring advertising expenditure at that rate; or
  - b. terminate that Advertising Expenditure Agreement.
- 10.5. At the expiry of an Advertising Expenditure Agreement, Publisher will determine Advertiser's actual advertising expenditure during the period of the Advertising Expenditure Agreement and:
- a. if the actual advertising expenditure is less than the Advertiser's agreed minimum spend commitment as stipulated within the Advertising Expenditure Agreement a surcharge may be payable by Advertiser to Publisher to reflect the percentage discount (in respect of a Discount Protected Advertising Expenditure Agreement) or the advertising rates (in respect of a Rate Protected Advertising Expenditure Agreement) which would have been provided by Publisher to an advertising customer incurring that level of advertising expenditure; and/or
  - b. where a surcharge is applicable, the percentage discount or advertising rates (as applicable) will be adjusted to the level which will be normally allowed by Publisher to an Advertiser incurring advertising expenditure at that level.

## **11. Rates, invoices and GST**

- 11.1. Advertisers agree to pay accounts rendered by the Publisher in accordance with its standard payment terms. Accounts will be rendered by Publisher on the basis of the casual rate applicable at the date of publication of the advertisement (regardless of the rates which were applicable when any advertising expenditure agreement was entered

into), less any percentage discount agreed in writing between the parties.

- 11.2. Casual rates are as quoted by the relevant publication or sales representative and may be varied by Publisher at any time, effective from the time nominated by Publisher and such varied casual rates will apply to all advertising booked from that nominated date including in relation to then current Discount Protected Advertising Expenditure Agreements but not any current Rate Protected Advertising Expenditure Agreements (unless otherwise expressly agreed by the parties in writing).
- 11.3. Advertising expenditure will be calculated inclusive of loading values but exclusive of production charges.
- 11.4. If Publisher has quoted a rate to publish advertising for a client and that rate is different from that included in any published material or sales collateral, that quoted rate only applies to that specific client for that specific purpose where the advertising is booked directly with Publisher and without the involvement of any advertising, media buying or other agency (unless otherwise specifically agreed in writing by the Publisher).
- 11.5. Where the Publisher changes the basis on which advertising is charged by Publisher during the term of any Advertising Expenditure Agreement or between the booking and placement of any Advertisement, Publisher will endeavour to provide Advertiser with at least 28 days' notice prior to the change taking effect. Advertiser will be entitled to terminate the Advertising Expenditure Agreement or bookings affected (prior to the cancellation deadline for such affected bookings) within 14 days of such notice from Publisher.
- 11.6. Any dispute the Advertiser has with an invoice must be raised with Publisher promptly and no later than 45 days after the invoice date. After that time, Advertisers will be deemed to have accepted that the full amount set out in the issued invoice is due and payable by Advertiser.
- 11.7. All rates and charges are expressed by the Publisher as GST inclusive (except where otherwise made clear). Publisher will issue a valid tax invoice in relation to any supply of advertising or related services under these terms which are subject to GST.
- 11.8. Advertiser agrees to pay any GST liability arising in relation to the provision by Publisher of advertising services under these terms.
- 11.9. The GST component does not count towards overall advertising expenditure agreements or rate card discount levels.
- 11.10. Surcharges or rebates on advertising which is subject to GST will have the GST component recalculated. Calculations made by Publisher of any surcharge or rebate will be deemed to be conclusive and binding on Advertiser unless a manifest error is brought to the attention of Publisher by Advertiser within 14 days of notification to Advertiser. Surcharges or rebates only apply to Advertising Expenditure Agreements signed by both parties.

## **12. Commercial Credit**

- 12.1. All advertising agencies are required to complete the News Limited Commercial Credit Application for Accreditation of an Advertising Agency and are then subject to the related assessment and processes.
- 12.2. If accreditation is not available to an Advertiser (including under clause 10.1), then the News Limited Commercial credit facilities may be available. The availability of any credit facilities is subject to Publisher's approval and conditional on lodgement of a written application. Any credit provided will be on specific terms made available as part of the application process. Where no credit application has been approved, upfront payment may be required for all advertising.
- 12.3. Where an Advertiser fails to pay an account by the due date or fails to comply with any relevant terms and conditions, any Publisher may, at their absolute discretion cancel or suspend any booked advertising or refuse to accept any further advertising of the

Advertiser.

- 12.4. In the case of the transfer of an advertising account from one accredited advertising agent to another accredited advertising agent during the currency of an advertising or online listing order, both advertising agents shall immediately inform the relevant Publisher in writing. Accounts will only be transferred or accessed by agencies when Publisher is satisfied that the client in question has provided its express written permission.

### **13. Linked Advertising Expenditure Agreements to an Advertising Agency**

- 13.1. A linked Advertising Expenditure Agreement with related companies is only available where an Advertiser and its subsidiaries, franchises or branch offices are linked together for the purpose of an Advertising Expenditure Agreement and where subsidiaries fall within the definition of that term in the Corporations Act 2001. Where that is the case, and subject to Publisher's approval which may be granted or withheld in its absolute discretion, the customer is entitled to combine its advertising expenditure with those subsidiaries, franchises and branch offices and receive the relevant discount.
- 13.2. Where an Advertiser wishes to establish a linked order, the following must be provided to Publisher in order to seek Publisher's approval for a linked order (which may be granted or withheld in its absolute discretion):
- a. a list of all subsidiaries, franchises and branch offices; and
  - b. any other information that Publisher may in its discretion require to satisfy itself that Advertiser is entitled to place a lined order.
- 13.3. Direct customer Advertising Expenditure Agreements may not be linked to an advertising agency without the written approval of Publisher.

### **14. Limitation of liability**

- 14.1. Nothing in these terms and conditions excludes or varies any rights or remedies under the Australian Consumer Law in the Competition and Consumer Act (2010) (Australian Consumer Law) which cannot be excluded, restricted or modified. However, Publisher excludes all rights, remedies, guarantees, conditions and warranties in respect of goods or services from an Advertiser's use of or acquisition of or in relation to the ordering or booking of any advertising services (including under an Advertising Expenditure Agreement) from the Publisher whether based in statute, common law or otherwise to the extent permitted by law. To the fullest extent possible and subject to News' liabilities and obligations under the Australian Consumer Law, the remaining provisions of this clause 14 shall apply.
- 14.2. Subject to clause 14.1, Publisher makes no representation or warranty of any kind and in particular makes no representation or warranty:
- a. in relation to the continued production of any publication, in print or digital form;
  - b. in relation to the final placement, positioning or date of publication or distribution of an advertisement;
  - c. that there will be one and only one copy of each insert or sample distributed in each relevant publication;
  - d. that distribution of a publication will occur on a specific date, by a specific time, to a specific number of consumers or readers or within a specific geographic area;
  - e. in relation to the number of visitors to its websites or the number of impressions at any site; or
  - f. exclusivity.
- 14.3. Subject to clause 14.1, the Advertiser acknowledges that distribution of a relevant publication may be suspended or ceased at any time for any reason.
- 14.4. Subject to clause 14.1 and clause 14.5, Publisher is not liable to Advertiser for any direct or Indirect Loss of any nature including where arising from the failure of Publisher, whether negligent or otherwise, to publish an Advertisement or from the failure of Publisher to publish an Advertisement in the form prescribed or from publication of the Advertisement with errors or omissions or in any way relating to the distribution or lack of distribution of the relevant publication

- 14.5. Subject to clause 14.1, where any of the circumstances set out in clause 14.4 arise:
- a. Advertiser shall incur no cost where the Advertisement has not been published at all or where the error or failure has arisen solely due to the negligence of a Publisher or any of its employees, or agents; and
  - b. in all other circumstances, and subject to the other applicable terms, the agreed rate shall be reduced according to circumstances. In no circumstances will the Publisher's liability be greater than:
    - i. in relation to the failure to provide any placement, position or other benefit in relation to which a specific loading charge was paid by the Advertiser, the amount of that loading charge; or
    - ii. otherwise, republication of the relevant advertisement, or payment of the cost of republishing the relevant advertisement, at Publisher's discretion.
- 14.6. Subject to clause 14.1, Publisher's liability for a breach of a term or guarantee implied by law is limited at Publisher's discretion, to the supply of the service again or payment for the cost of having the service supplied again.
- 14.7. Subject to clause 14.1, Publisher has no responsibility or liability to Advertiser in relation to:
- a. Publisher exercising its rights under these terms; or
  - b. any failure of telecommunications services or systems which affect the receipt by Publisher of any material, a notice or communication of any kind or the publication of an advertisement or campaign.

## 15. Warranty & Indemnity

- 15.1. Advertiser warrants that it will only use the advertising space which it acquires to advertise its own brands, goods or services and may not sell or otherwise deal with that advertising space. Where Advertiser is an advertising agency the space may only be used by the client for which the space was initially acquired or booked.
- 15.2. Advertiser warrants that the advertisement complies with all relevant laws and regulations and that its publication in accordance with these terms will not give rise to any claims against or liabilities of Publisher, its directors, employees or agents. Without limiting the generality of the above, advertisers and or advertising agencies warrant that neither the Advertisement nor its publication breaches or will breach the Competition and Consumer Act 2010, Privacy Act 1988, Copyright Act 1968, Fair Trading Act 1985 or defamation, or infringes the rights of any person.
- 15.3. Advertiser indemnifies Publisher its directors, employees and agents against all claims, demands, proceedings, costs (including solicitors and own client costs), expenses, damages awards, judgments and any other liability whatsoever arising wholly or partially, directly or indirectly, from or in connection with the publication of the Advertisement, except to the extent caused by the Publisher. In particular and without limitation, Advertiser indemnifies Publisher its directors, employees and agents against any claims arising from allegations that the Advertisement contains material which constitutes:
- a. defamation, libel, slander of title;
  - b. infringement of copyright, trademarks or other intellectual property rights
  - c. breach of trade practices/ competition, privacy or fair trading legislations; or
  - d. violation of rights of privacy or confidential information.

## 16. Privacy Statement

Publisher and News Limited (**News**) collects personal information about Advertiser, including for example Advertiser's name and contact details which you provide when registering or using our services as well as information from data houses, social media services, our affiliates and other entities you deal or interact with for example by using their services. We collect and use that information to provide you with our goods and services, to promote and improve our goods and services, to provide you with targeted advertising based on your online activities, for the purposes described in our Privacy Policy and for any other purposes that we describe at the time of collection. We may disclose your information to our related companies, including those located outside Australia. Any of us may contact you for those purposes (including by email and SMS) at any time. We may also disclose your information to our service and content providers, including those located outside Australia. The policy also explains that if you do not provide us with information we have requested from you, we may not be able to provide you with the goods and

services you require. Further information about how we handle personal information, how you can complain about a breach of the Australian Privacy Principles, how we will deal with a complaint of that nature, how you can access or seek correction of your personal information and our contact details can be found in our Privacy Policy at [www.news corporaaustraliaprivacy.com](http://www.news corporaaustraliaprivacy.com)

## 17. Data Policy Compliance

Advertiser warrants that it will comply with the [News Corp Australia Data Policy](#) and in particular that, except as approved by the Publisher, Advertiser does not and will not collect personal information or tracking information in relation to users of Publisher's services and further warrants that material provided by or on its behalf for publication by Publisher does not contain:

- a. third party cookies intended to retarget Publisher's users or their browsers; or
- b. any code, technique or mechanism, to track or in any way identify users of any of Publishers' properties.

## 18. Jurisdiction

These terms and conditions are governed by the laws of the relevant state or territory listed in the table at clause 21 and each party submits to the exclusive jurisdiction of that relevant state or territory. Where Advertiser is making a single booking through a News Limited business (including News Australia Sales) with more than one Publisher, the relevant jurisdiction will be New South Wales.

## 19. Other conditions

Any text heavy Advertisement is subject to approval of the editor of the relevant Publication, to be exercised with unfettered discretion. Any such Advertisement must be presented in a manner which clearly delineates it from the editorial content of the relevant Publication including by labelling as an Advertisement in a prominent manner and using a clearly different font and format.

## 20. Definitions

- a. **Advertisement** includes any material in any form lodged for publication or other distribution as an advertisement (including as a published advertorial, insert or sampling exercise).
- b. **Advertiser** means each advertiser and or advertising agency who seeks to have Publisher publish or otherwise distribute an advertisement.
- c. **Advertising Expenditure Agreement** means both a Discount Protected Advertising Expenditure Agreement and a Rate Protected Advertising Expenditure Agreement.
- d. **Discount Protected Advertising Expenditure Agreement** is a written agreement (in soft or hard copy form), which is signed or, in the case of a soft copy, otherwise agreed to in a mutually acceptable form, by or on behalf of both the Advertiser and the Publisher, detailing:
  - i. the percentage discount from the casual rates from time to time,
  - ii. any applicable adjustments to standard loadings,
  - iii. any applicable positional agreements, and
  - iv. the agreed minimum spend commitment by the Advertiser which is the basis for the benefits to be provided by Publisher as described in (i)-(iii) above, which is to apply between that Publisher and that Advertiser for the term specified in the agreement (which is not to exceed 12 months other than in exceptional circumstances) and for a specific market and/or Publication(s).
- e. **Financial Thresholds** in relation to an Advertising Expenditure Agreement, means either of the following:
  - i. where the term of the Advertising Expenditure Agreement is 12 months or less, the agreed minimum spend commitment is \$300,000 or less; or
  - ii. where the term of the Advertising Expenditure Agreement is more than 12 months, the agreed minimum spend commitment is \$1,000,000 or less.
- f. **Loss** means direct and indirect loss of any nature. Indirect loss includes the following: loss of profit, loss of business opportunity, loss of goodwill and payment of liquidated sums or damages under any other agreement.

- e. **Publisher** means any of the entities listed in section 21 below.
- g. **Rate Protected Advertising Expenditure Agreement** is a written agreement (in soft or hard copy form), which is signed or, in the case of a soft copy, otherwise agreed to in a mutually acceptable form, by or on behalf of both the Advertiser and the Publisher, detailing:
- i. the percentage discounts from the casual rates in effect at the time the agreement is entered into; and/or
  - ii. the fixed advertising rates;
  - iii. any applicable adjustments to standard loadings;
  - iv. any applicable positional agreements; and
  - v. the agreed minimum spend commitment by the Advertiser which is the basis for the benefits to be provided by Publisher as described in (i) –(iii) above, which is to apply between the Publisher and that Advertiser for the term specified in the agreement (which is not to exceed 12 months other than in exceptional circumstances) and for a specific market and/or Publication(s).

## 21. List of Publishers and associated details.

Additional relevant information can be found at [www.newscorpastralia.com](http://www.newscorpastralia.com)

Publisher	If limited, then in relation to:	Jurisdiction
News Limited	News Corp Australia	New South Wales
Nationwide News Pty Ltd	The Daily Telegraph The Sunday Telegraph The Australian	New South Wales
Nationwide News Pty Ltd	Quest Publications	Queensland
Nationwide News Pty Ltd	News Local	New South Wales
Nationwide News Pty Ltd	NT News	Northern Territory
Leader Associated Newspapers Pty Ltd		Victoria
Messenger Press Pty Ltd		South Australia
News Digital Media Pty Ltd		New South Wales
The Herald & Weekly Times Pty Limited		Victoria
Advertiser Newspapers Pty Limited		South Australia
Davies Brothers Pty Limited		Tasmania
Gold Coast Publications Pty Limited		Queensland
News Life Media Pty Limited		New South Wales
Queensland Newspapers		Queensland
The Cairns Post Pty Limited		Queensland
The Geelong Advertiser		Victoria
The North Queensland Newspaper Company		Queensland