

# ACPMEDIA

A DIVISION OF ACP MEDIA LIMITED

## GENERAL ADVERTISING AND PRODUCTION TERMS & CONDITIONS

### 1. ADVERTISING BOOKING PROCESS

- 1.1 Advertiser may place a Booking with ACP from time to time for the provision of Publishing Services by ACP. A confirmation Advice will be issued to Advertisers with respect to each booking.
- 1.2 Advertiser may amend any Booking by advising ACP's Advertising Sales Department in writing prior to cancellation deadline. Unless amended in writing, the confirmation Advice will then become binding on Advertiser.
- 1.3 Advertiser may cancel all or part of a Booking without penalty if written notice is given to ACP's Advertising Sales Department before the Cancellation Date as per each title cancellation deadline calendar. Bookings accepted by ACP after the Cancellation Date may not be cancelled by Advertiser.
- 1.4 If Advertiser cancels all or part of a Booking after the Cancellation Date, ACP is entitled to payment for the Booking plus production costs, other costs associated with the booking.

### 2. RATES & PAYMENT

- 2.1 The applicable rates for any Booking will be the rate specified in the rate card (excluding GST) as at the date for publication specified in the Confirmation Advice. Advertiser must pay the applicable rate to ACP at the time of presentation of ACP's invoice or on such later date as may be specified by ACP.
- 2.2 Other Costs will also be payable by Advertiser at ACP's standard rates from time to time where production costs are incurred by ACP.
- 2.3 Unless otherwise agreed production charges are non commission bearing.

### 3. CONDITIONS RELATING TO PUBLISHING

- 3.1 ACP may, at its discretion, refuse to accept any Copy for publication and may at any time cancel or reschedule any Booking.
- 3.2 ACP may, at its discretion, refuse Publishing Services to Advertiser if Advertiser is in breach of these conditions or any agreement between Advertiser and ACP.
- 3.3 Allocated advertising space may not be resold or sub-licensed by Advertiser or used other than for Copy referred to in the Confirmation Advice.
- 3.4 ACP make no warranties in relation to proximity of publication of Copy relative to publication of Copy relating to competing products or services.
- 3.5 If ACP is unable to perform an obligation under these conditions by reason of an event outside ACP's reasonable control, performance of that obligation is suspended.
- 3.6 Omission on the part of the Publisher to insert any advertisement shall not constitute a breach by the Publisher of the advertising order and the Publisher, at its option, may insert the advertisement in a subsequent issue.

### 4. COPY LODGEMENT

- 4.1 Advertiser must lodge Copy in accordance with ACP's Copy Lodgement Requirements.
- 4.2 If Copy is not lodged as required by ACP, ACP is entitled to payment for the Booking and any Other Costs and may at its election publish Copy previously provided by Advertiser or cancel the Booking.
- 4.3 ACP reserves the right to place the word advertisement above or below any Copy which in ACP's opinion resembles editorial matter.
- 4.4 No responsibility will be taken by ACP for any Copy left uncollected after 6 months from the date of publication.

### 5. WARRANTIES

- a) Advertiser warrants to ACP that Copy lodged with ACP:  
Complies with all laws, statutes, regulations, codes of practice and any standards applicable to publication of Copy and determined by any relevant regulatory agency or industry self regulatory body;
- b) Complies with any standard or requirement specified by ACP and notified to the Advertiser from time to time;
- c) Does not infringe copyright, trademark or other legal rights of any person;

- d) Is not false or misleading and is true in substance and in fact;
- e) Without limiting the above, does not infringe upon the Fair Trading Act 1986 (NZ) (as amended);
- f) Does not contain anything which may give rise to any cause of action by a third party against ACP, including without limitation material which is defamatory or obscene or which otherwise causes injury or damage to any person or which is personal information about an individual that has not been obtained or used in accordance with the Privacy Act 1993.

### 6. INDEMNITY

Advertiser indemnifies ACP, its employees, agents and affiliates and their employees and agents against any action, claim, loss or expense arising from publication of Copy or cancellation or failure to publish any Copy and all costs, losses and expenses suffered or incurred by ACP, its employees, agents and affiliates and their employees and agents as a result of any breach by Advertiser of these conditions or any other agreement between Advertiser and ACP.

### 7. LIABILITY

- 7.1 ACP will not be liable under these conditions or otherwise in law equity or otherwise and Advertiser acknowledges that ACP excludes liability under these conditions and in law equity or otherwise for any direct, indirect, special, economic or consequential loss or damage suffered or incurred by Advertiser or loss of revenue, profits, goodwill, data or opportunities or loss of anticipated savings whether caused by negligence of ACP or its employees or otherwise and whether or not ACP was aware or should have been aware of the possibility of such damage.

- 7.2 To the extent permitted by law, all other representation, conditions or warranties, whether based in statute, common law or otherwise, are excluded if not withstanding the above ACP is held to be liable, the liability of ACP for any breach of a term or condition implied by law is limited, at ACP's option, to the supply of any service again or the payment for the cost of having any service supplied again

### 8. CONSUMER GUARANTEES ACT 1993

The Consumer Guarantees Act 1993 will apply to the Publishing Services provided by ACP except where those services are acquired by the Advertiser for the purposes of a business.

### 9. GENERAL

- 9.1 These conditions and any agreement between Advertiser and ACP will be governed by New Zealand Law and each party submits to the non-exclusive jurisdiction of courts in New Zealand.
- 9.2 These terms and conditions constitute the entire agreement between parties concerning their subject matter and no amendment or variation to these terms and conditions will be effective unless made in writing and signed by both parties.

### 10. DEFINITIONS

**ACP** means the ACP Media publishing division of ACP Media Limited.

**Advertiser** includes an agency lodging Copy on behalf of an Advertiser and Advertisers who lodge Copy directly with ACP.

**Booking** means allocation of advertising space for publication of Copy, as identified in a Confirmation Advice.

**Cancellation Date** means the cancellation date applicable to an ACP publication as specified by ACP from time to time.

**Confirmation Advice** means written details of the Booking containing such information as is specified by ACP from time to time.

**Copy** means advertising material and any promotional or other material provided to ACP including inserts, band-ons, business reply paid cards, tip-ons, samples and scents.

**Copy Lodgement Requirements** means production requirements specified from time to time by ACP.

**Publishing Services** means provision of advertising space in an ACP publication.

**Other Costs** means including, but not limited to production, prepress, editorial, photographic, design.