

A. Advertising Conditions

1. Publisher may at its absolute discretion refuse to publish any advertisement without giving any reason. In case of refusal, no charge to Advertiser shall be incurred.
2. Publisher may, under pressure of deadline and without prior consultation or notice to Advertiser, amend any advertisement in any terms whatsoever, if Publisher perceives the publication of the advertisement would be in breach of any relevant law.
3. The positioning or placement of an advertisement is at the discretion of Publisher except where expressly agreed in writing by Publisher.
4. Publisher is not liable to Advertiser for any loss of any nature arising from (a) the total failure of Publisher to publish an advertisement; or (b) the failure of Publisher to publish an advertisement in the form prescribed.
5. Publisher reserves the right to vary the placement and/or format of advertisements across the web site. Publisher will endeavour to notify the Advertiser of any such changes. Publisher will not be liable for any costs, expenses, losses or damages.
6. If Publisher has quoted a rate to publish a specific quantity of advertising over a specific period and a lesser quantity is submitted for publication within that period, then what is published within that period shall be costed at whatever rate is necessary
7. Publisher may head an advertisement Advertisement whenever required by law or whenever it considers it appropriate, for any reason, to distinguish it from other types of content.
8. Publisher has the right to amend these terms and conditions at any time.
9. Publisher has no liability and Advertiser indemnifies Publisher in relation to any failure of telecommunications services or systems which affect the receipt by Publisher of an advertisement or the publication of a campaign.
10. Publisher makes no representation or warranty in relation to the number of visitors to its websites or the number of impressions at any site except for any made expressly in writing by Publisher.

B. Creative Conditions and Specification

1. Standard creative must be received no later than 5 working days prior to the campaign start date.
2. Material must be received no later than 5 working days prior to the campaign start date.
3. If creative is received after the relevant date and results in a campaign being delayed, the publication of the advertisement will be considered to have commenced as of the date on the insertion order.
4. It is the advertiser's responsibility to arrange and manage re-directs with third party ad-servers and provide such third party with the creative and lead time requirements. Publisher will not compensate clients for campaigns which are affected or delayed.
5. All click-through URL's must enable the browser's back feature to allow users to return to Publisher's website.

C. Other provisions

1. Cancellation of any advertisement or campaign must be received in writing no later than 21 days prior to the commencement of a campaign in order to receive a 100% refund. Any cancellations made after this time will be subject to a minimum cancellation.
2. The insertion order is valid for 72 hours from the time it is provided to Advertiser. Publisher cannot guarantee the order is fulfilled unless a signed copy of the insertion order is received within that timeframe.
3. These terms and conditions form part of the insertion order and are binding on Publisher and Advertiser once the insertion order is signed.

D. Warranty and Indemnity

1. By lodging material including electronic material or data for publication or authorising or approving the publication of any material with the Publisher, Advertiser warrants that the material complies with all relevant laws and regulations.
2. Without limiting the generality of the above, Advertiser warrants that nothing in the material lodged for publication breaches the Trade Practices Act 1974, Copyright Act 1968, Fair Trading Act 1987, defamation, consumer protection and sale of goods.
3. By lodging material including electronic material or data for publication or authorising or approving the publication of any material with the Publisher, Advertiser indemnifies Publisher and its directors, employees and agents against all claims.
4. Without limiting the generally of the above, Advertiser indemnifies Publisher and its directors, employees and agents against any claims arising from (a) defamation, libel, slander of title; (b) infringement of copyright; (c) infringement of trade mark