

Standard Advertising Terms and Conditions

Daily Star Productions Pty Limited

DEFINITIONS

The “**Publisher**” is Daily Star Productions Pty Limited trading as Tamborine Mountain Daily Star.

The “**Publication**” is any one of the Tamborine Mountain Daily Star online, eCommerce, printed or broadcast Productions, or any combination of them.

The “**Advertiser**” is any person or legal entity that may enter into a contract with the Publisher under Australian or Queensland Law.

An “**Advertising Agreement**” is a signed document provided by the Publisher, and signed by the Advertiser, which contains all commitments made by the Publisher to the Advertiser.

A third-party “**Agency**” may be delegated the Advertiser’s authority and obligations under the Advertising Agreement and so become the Advertiser for the purposes of the Advertising Agreement.

An “**Advertisement**” is any form of advertisement, promotion or listing of products or services, in any form of

media, for which a fee is to be paid by the “**Advertiser**” to the Publisher under the terms of the Advertising Agreement.

A “**Booking**” is your commitment to place an Advertisement in Our Publication. This takes the form of:

- Our standard signed formal Advertising Booking Form; or,
- A formal signed letter of commitment issued by the Advertiser; or,
- A booking made on our online form by the Advertiser; or,
- A recorded verbal booking commitment made by the Advertiser.

“**The Rate Card**” is our Publication’s published rates for Advertisements.

“**Material**” is the Advertisement in electronic or physical form, which is to be displayed in the Publication.

The “**Deadline Date**” is the latest date and time that an Advertisement is to be delivered to the Publisher.

TERMS AND CONDITIONS

1. PUBLICATION OF ADVERTISING

1. Subject to the Advertising Agreement and the Advertising Terms & Conditions, the Publisher agrees to use its reasonable endeavours to deliver the Advertising to the Advertiser’s specifications, and for the duration as agreed in the Advertising Agreement;
2. The Advertiser agrees to pay the full fee specified in the Advertising Agreement and for the full duration specified in the Advertising Agreement;
3. The Publisher reserves the right to reject or cancel any advertisements considered unsuitable for Publication without explanation;
4. Unless otherwise noted and paid for; the format, placement and positioning of Advertisements in our Publication is the sole responsibility of the Publisher.

2. GENERAL CONSIDERATIONS

1. The Publisher has no obligation to accept a Booking;
2. A binding commitment to publish a Booking occurs when the Publisher and Advertiser or their Agency sign the Advertising Agreement;
3. An Advertising Agreement can also be deemed to have occurred and the Advertiser liable to the terms and conditions of the Advertising Agreement if:
 - a. An existing Advertising Agreement is extended by the Advertiser notifying the Publisher by email, fax, letter or telephone;
 - b. The Publisher is sent finished Art work by the Advertiser.
4. Advertising Material is accepted on the understanding that it is ready for publishing;
5. The Publisher accepts no responsibility for errors contained in Material supplied by the Advertiser;

6. It is the responsibility of the advertiser to check artwork designed by the Publisher carefully and to approve or request changes before the Deadline Date:
 - a. The Publisher will assume approval by the Advertiser unless notified by the Advertiser by the Deadline Date;
 - b. No responsibility is taken by the Publisher for errors discovered after the Deadline Date.
7. The accuracy of colour reproduction for any material cannot be guaranteed due to the technical limitations and variations of the various media types used in our Productions;
8. While every effort will be made to publish as instructed, the Publisher accepts no liability for any loss arising from failure of an Advertisement or Advertorial to appear in full or in part or from any errors within the Advertisement or Advertorial;
9. The Publisher makes no representation regarding the effectiveness of an Advertisement in the Publication or of any likely outcome or response to an Advertisement in the Publication.
10. It is the Advertiser's responsibility to read and understand the Advertising Terms and Conditions outlined in this document.

3. VARIATION TO OUR STANDARD AGREEMENTS

1. Bookings with additional terms, rates or conditions may be accepted at the Publishers sole discretion, but are not binding unless the Publisher has specifically agreed to them in writing;
2. The Publisher may revise its Rate Card and Terms and Conditions from time to time;
 - a. The Publisher will provide the Advertiser with 30 days notice of such changes.
3. The Advertiser agrees to be bound by such changes to rates and terms unless the Advertiser elects in writing not to place any further Advertisements after the effective date of the increase.

4. APPOINTMENT OF AN AGENCY

1. The Advertiser may delegate to an "Agency", some or all of its responsibilities under the Advertising Agreement;
2. If the Advertiser confirms that it has appointed Agency to be its authorized representative for the Advertisement, the Publisher will take direction from the Agency;
3. Instructions from the Agency will be considered the same as those from the Advertiser;
4. Advertiser shall have the right to revoke its agency at any time during the period of the Advertising Agreement effective upon receipt by the Publisher of notice in writing;
5. The Publisher may, at its sole discretion, choose to terminate the Advertising Agreement;

6. If Advertiser nominates another Agency, the Publisher may at its sole discretion, choose to recognise the nominated Agency in another, separately signed Advertising Agreement;
7. The Advertiser remains liable for all the obligations contained in the Advertising Agreement.

5. ASSIGNMENT

The Advertiser may not assign advertising space or any rights granted under the Advertising Agreement to any third-party without prior written consent from the Publisher.

6. PAYMENT TERMS

1. All quoted fees include the Australia GST;
2. All quoted fees are net and exclude Agency commissions;
3. All Advertisements must be paid in full and in advance unless the Advertiser has a credit account with our Publication:
 - a. You may apply for a 30 day credit by completing an application form and submitting a irrevocable personal guarantee of payment, signed by an Owner or Director of the Advertiser;
 - b. Accredited Media Agencies will be granted a 30 day credit account upon receipt of a letter signed by a Director of the Company or the Company Accountant, undertaking to fully conform to our 30 day terms of trade.
4. Advertiser with a credit account will be invoiced for the Advertisement upon Publication and the invoice will be due in full within 30 days of that date; or, under the terms agreed in the Advertising Agreement;
5. Overdue accounts incur a monthly late fee:
 - a. The late fee the larger of \$10 or 2% of the overdue amount;
 - b. The Advertiser is responsible for all costs associated with the recovery of overdue accounts.
6. If the Advertising Agreement has been agreed and is then cancelled, the Advertiser will be held liable for all costs incurred by the Publisher to fulfil the Publisher's obligations under the Advertising Agreement to the cancellation date, but limited to the full fee for the Advertisement;
7. If the Advertiser has been granted a credit account, the Publisher may collect or enquire into the Advertiser's financial information, and to:
 - a. Obtain from a credit reporting agency or other credit provider credit information about the Advertiser and/or its directors or officers for the purpose of assessing the Advertiser's commercial credit application; and,
 - b. Obtain a credit report about the Advertiser for the purpose of collecting overdue

- payments relating to commercial credit owed by the Advertiser;
 - c. Refer to tribunals, courts, and statutory authorities (where necessary); and,
 - d. Refer to collection agents/lawyers (where default/enforcement action is required).
8. The Publisher may terminate the Advertising Agreement at any time if it is of the opinion that the Advertiser is a credit risk;
 9. Advertisers can contact the Publisher to ascertain what information has been collected in respect of them.
 10. If the Advertiser does not provide their information to the Publisher and consent to the Publisher's collection and possible uses of it, the Publisher may refuse to enter an Agreement with the Advertiser or withdraw from an existing agreement with the Advertiser.

7. INFORMATION GATHERING SERVICES

1. Data and statistics about readership, quantity of visits, impressions, circulation, or other usage data are the sole property of the Publisher;
2. Where the Publisher collects such data and releases it in whole or in part, the Publisher makes no guarantee or representation as to the accuracy or effectiveness of such data or statistics.

8. EDITORIAL AND ADVERTORIAL CONTENT

1. The Publisher is under no obligation to supply editorial coverage to advertisers, or to promote the advertisers products or services in its editorial pages;
2. The use of any editorial or advertorial material is at the total discretion of the Editor and the advertiser accepts that the submission of any such material is in no way a guarantee of its inclusion in the paper;
3. Where advertorial coverage is a part of an Advertiser's booking, the Publication's Editor has sole discretion on the final advertorial content and layout;
4. All advertising fees must be paid regardless of the content of advertorial copy;
5. Editorial style advertisements are required to be distinguishable as advertising and the Publisher may clearly label Advertisements that simulate editorial content as "ADVERTISEMENT".

9. APPROVAL OF ADVERTISING CONTENT

1. The Publisher may at its absolute discretion and at any time, to reject or delete any advertising Material, whether or not the same has already been previously published;
2. The Advertiser must then supply new Material acceptable to Publisher.

10. COPYRIGHT

1. The Publisher acknowledges that the Advertiser owns the copyright to any materials supplied by the Advertiser to the Publisher;
2. The Advertiser grants the Publisher the non-exclusive right to publish, republish and re-use Advertisements submitted to the Publisher for the term of the copyright in any form and in any media, in part or in whole and in conjunction or not with material or Advertisements of others;
3. The Advertiser acknowledges that copyright to any advertisements created by the Publisher remains the property of the Publisher;
4. Permission to use artwork elsewhere, particularly in other Productions, must be obtained in writing prior to submission of the Advertisement or Material to other publishers.

11. WARRANTY BY THE ADVERTISER

1. The Advertiser warrants that:
 - a. It has the legal capacity and authority to enter into the Advertising Agreement;
 - b. The Advertiser owns, controls or has licensed for all required territories and durations, all performance rights, copyrights and intellectual property contained within the Advertisement;
 - c. The Advertisement does not breach or infringe:
 - (i) The Trade Practices Act 1974;
 - (ii) The Fair Trading Acts in all applicable States and Territories;
 - (iii) The Privacy Act 1988 including the National Privacy Principles;
 - (iv) Any intellectual property rights, including, copyright, trade mark, obligation of confidentiality or other personal or proprietary right of any third party;
 - (v) Any law of defamation, obscenity or contempt of any court, tribunal or royal commission;
 - (vi) Any State or Commonwealth anti-discrimination legislation;
 - (vii) Any other law, including but not limited to, common law, legislation, regulations, by-laws, rule and ordinances of the Commonwealth or any State or Territory.
 - d. The material which constitutes the Advertisement or is referred to in the Advertisement does not:
 - (i) Infringe the rights of any third party;
 - (ii) Constitutes false or misleading advertising;
 - (iii) Is harmful, or violate any law or governmental regulation.
2. The Advertising is not for, or in connection with, any illegal purpose.

12. INDEMNITY

1. The Advertiser indemnifies and will keep indemnified the Publisher, its officers, employees, contractors, and agents against all claims, actions, suits, liabilities, actual or contingent costs, damages and expenses incurred by the Publisher arising from:
 - a. Any breach of the Agreement by the Advertiser;
 - b. Any negligent or unlawful act or omission by the Advertiser, in connection with the Agreement; or,
 - c. Any actual or alleged breach by the Advertiser of any law, legislation, regulations, by-laws, ordinances or codes of conduct in connection with the Advertising.

13. DEADLINES & LATE MATERIALS

1. All materials for the Advertisement must be supplied by the Deadline Date specified in the Advertising Agreement or the published Deadline Date for our Publication;
2. Any alterations to an Advertisement or Materials must be supplied prior to the Deadline Date;
3. A late fee based on hours worked and costs incurred will apply to any changes supplied after the Deadline Date;
4. If Materials for the Advertisement have not arrived by the Deadline Date, the Publisher will use the latest Material or Advertisement previously supplied;
5. The Advertiser will be charged for the Advertisement even if the Advertisement or the Material is not supplied by the Deadline Date;
6. The Advertiser will be charged in full for the Advertisement if the Advertisement is cancelled within 48 hours of the Deadline Date;
7. It is the responsibility of the advertiser to ensure their Advertisements and Materials meet the Publisher's technical specifications.

14. ERRORS, OMISSIONS OR FAILURE TO PUBLISH

1. The Publisher's liability for failure to publish an advertisement, or to include an error or omission in the Advertisement, shall not exceed the normal cost charged by the Publisher for such advertisement;
2. The Publisher has no liability what so ever unless the Advertiser notifies the Publisher of such a failure within five (5) working days of the failure, error or omission;
3. If the Advertiser received and approved a copy of the advertisement which include the error or omission prior to publication, the Publisher shall have no liability;
4. The Publisher does not accept responsibility for any errors in published Advertising, where the Advertising material (or any changes to the Advertising material) was supplied otherwise than in writing.

15. LIMITATION OF THE PUBLISHER'S LIABILITY

1. Except in accordance with this clause, the Publisher will not be liable for any costs, expenses, losses or damages suffered or incurred by the Advertiser arising from the Publisher's failure to publish the Advertising or to publish the Advertising in accordance with the Advertiser's requests;
2. To the extent permitted by law, all conditions and warranties expressed or implied by statute, the common law, equity, trade, custom or usage are expressly excluded. Under no circumstances will the Publisher be liable for any indirect or consequential loss;
3. If the Publisher is notified and the failure, error or omission is confirmed, the Publisher will provide:
 - a. A credit to the Advertiser equal to the value actual Advertising space that is the subject of the failure, error or omission; or,
 - b. The cost of having the Advertising published in a comparative publication selected by the Publisher; or,
 - c. A refund to the Advertiser to the maximum value of the moneys paid by the Advertiser in respect of the Advertising.

16. RELATIONSHIP TO READERS, BUYER & SELLERS

1. Our Publication is not acting seller or auctioneer and are not involved in the actual transaction between buyers and sellers;
2. We have no control over the quality, safety or legality of the items advertised in Our Publication or over the truth or accuracy of the listings, the ability of sellers to sell items or the ability of buyers to pay for items;
3. We cannot ensure that a buyer or seller will actually complete a transaction,
4. If the Advertiser has a dispute with one or more readers or users of our Publication, the Advertiser hereby fully releases the Publisher from any and all responsibility or liability in such a dispute and hereby indemnifies and holds the Publisher harmless, including the Publisher's:
 - a. Parent Company, subsidiaries and affiliates, and our and their respective employees, officers, directors, shareholders, members, assigns, and successors in interest.
5. All information, data, text, software, music, sound, photographs, graphics, videos, messages or other materials ("Content") contained on this website, whether publicly posted or privately transmitted, are the sole responsibility of the person from which such Content originated;
6. The Publisher does not control the Content posted by third-parties and, as such, cannot guarantee the accuracy, integrity, sensitivity or quality of such Content;
7. Under no circumstances will the Publisher be liable in any way for any Content, including, but not limited to, any errors or omissions in any

Content, or any loss or damage of any kind incurred as a result of any Content posted, emailed, or otherwise transmitted to you via the website.

17. STORAGE OF MATERIAL

1. The Publisher reserves the right to return or destroy all advertising material which has been in the Publisher's possession, or in the possession of our printer, for three months or more after the last month of publication,
2. The Publisher also reserves the right to do this without further notice to either the advertiser or their agency.

18. BREACH OF AGREEMENT

1. The Publisher may terminate its relationship with Advertiser for any breach of the Advertising Agreement or these Terms and Conditions:
2. Failure pay any bill on or before its due date shall constitute a breach.
3. The Advertiser taking or threatening legal action against the Publisher shall constitute a breach.
4. Termination shall result in all previous amounts invoiced and all current amounts due, becoming payable immediately by the Advertiser.

19. FORCE MAJEURE

1. The Publisher will not be liable for any delay or failure to perform its obligations under the Advertising Agreement if such a delay or failure is due to circumstances caused by a factor outside the Publisher's reasonable control (including but not limited to any act of God, war, terrorism, breakdown of a plant, industrial dispute, electricity failure, governmental or legal restraint);
2. In the event of a suspension of Publication due to computer or network malfunction, congestion, repair, strike, accidents, fire, flood or any other cause or contingencies beyond the control of the Publisher, it is understood and agreed that such suspension shall not invalidate this contract, but:
 - a. The Publisher will give the Advertiser the option to cancel this agreement, or if the Advertiser does not do so,
 - b. Upon resumption of the Publication, this contract shall be continued, and in any event no liability for damages shall be incurred by the Publisher by reason of such suspension.

20. WHOLE AGREEMENT

1. The foregoing terms shall govern the relationship between the Publisher and Advertiser;
2. The Publisher has not made any representations to the Advertiser that are not contained herein;
3. Unless expressly agreed to in writing signed by the Publisher, no other terms and conditions in insertion orders, copy instruction, letters, or otherwise will be binding on the Publisher;
4. All terms and conditions for your Advertising are contained within this document.

21. GOVERNING LAW

Any action brought by Advertiser and/or Agency against the Publisher relating to advertising must be brought in the state or federal courts in Queensland, and the parties hereby consent to the exclusive jurisdiction of such courts in connection with actions relating to advertising.