

HSR Publishing Pty Ltd Advertising Terms

1. Definitions

In these Terms, unless the context otherwise requires:

Advertising Material means advertising material and any promotional or other material provided to HSR by or on behalf of the Client; or created by HSR in the course of providing creative services to the Client, including inserts, onsets, band-ons and tip-ons;

Advertising Material Technical Specifications means the requirements for submission of advertising material for Publications with HSR, including technical and delivery requirements, as specified on HSR's Website or otherwise specified by HSR from time to time;

HSR's Website means the websites located at www.hunterlifestyle.com.au and www.hunterandcoastal.com.au;

Booking means an agreement for the provision of Services between the Client and HSR made in accordance with clause 3;

Booking Order means a notice from HSR to the Client confirming the details of a potential Booking and offering to provide the Services as subject of the potential Booking;

Cancellation Date means for a Publication, the cancellation date applicable to a Publication as specified on HSR's Website or otherwise specified by HSR; and for any Advertising Material on HSR's Website, social media or the HSR newsletter, 14 days prior to the campaign start date set out in the Booking Order;

Client means any person who places a request for Services or enters into a Booking or to whom HSR supplies Services; and if an agency places a request for Services or enters into a Booking on behalf of that agency's client, that agency;

Digital Platform means a digital platform (including a website, a mobile optimized version of a website, an application, social media and digital newsletter) operated by HSR or with which HSR is associated;

Insolvency Event means, in relation to a corporation, any of the following events: the corporation is dissolved (whether pursuant to Chapter 5A of the *Corporations Act 2001* (Cth) or otherwise); or a controller, receiver, receiver and manager, liquidator, trustee, inspector, provisional liquidator or voluntary administrator or someone with similar powers is appointed in respect of the corporation or any of its assets; or an application (other than an application which is withdrawn or dismissed within 7 days of it having been made) is made to a court or a meeting is convened, or a resolution is passed (or notice is given of such a meeting or resolution) or a notice is issued or any other step is taken by any person for the corporation to be wound up (other than as a members' voluntary winding up) or dissolved or for the appointment of a controller, receiver, receiver and manager, liquidator, trustee, inspector, provisional liquidator, voluntary administrator in respect of the corporation or any of its assets; or the corporation resolves to enter into, or enters into, a scheme of arrangement, a deed of company arrangement or a composition with its creditors or an assignment for their benefit (other

than a solvent winding up or solvent reorganisation of that corporation); or suspends payment of its debt or proposes or is subject to a moratorium of debts; or takes proceedings or actions similar to those mentioned in this paragraph as a result of which that corporation's assets are, or are proposed to be, submitted to the control of its creditors; or the corporation seeks or obtains protection from its creditors under any statute or any other law; or the corporation is unable to pay all of its debts as and when they become due and payable or is deemed to be insolvent under any provision of the *Corporations Act 2001* (Cth) or any statute of any other law; or any execution or other process is levied or enforced against the property of the corporation; or the corporation ceases to carry on all or a substantial part of its business; any attachment, distress, execution or other process is made or levied against any asset of the corporation and is not satisfied within 7 days; or an event occurs in relation to the corporation which is analogous to anything referred to above or which has a substantially similar effect;

Publication means a print publication or a publication on a Digital Platform published by HSR or with which HSR is associated; and

Services means the provision to the Client by or on behalf of HSR of advertising opportunities, including advertorials and native or sponsored content, in a Publication or on a Digital Platform.

2. The Services

HSR Publishing Pty Ltd (**HSR**) agrees to provide the Services subject to these terms and conditions (**Terms**).

3. Creating a Booking

- 3.1 If the Client requests HSR to provide the Services, then HSR may issue a Booking Order. If HSR issues a Booking Order, the Client may accept that Booking Order by signing and returning it to HSR. Accepting a Booking Order constitutes a Booking.
- 3.2 Any written or verbal quotation provided by HSR to the Client, whether in the form of a media kit or otherwise, is a mere invitation to treat and does not constitute a contractual offer.
- 3.3 If HSR fails to issue a Booking Order relating to a request for Services but provides the Services requested, these Terms bind the Client as if a Booking had been made.

4. Process for submitting Advertising Material

- 4.1 Once a Booking has been made, the Client must lodge Advertising Material in a manner that complies with the Advertising Material Technical Requirements; and by such time and in such form as notified by HSR.
- 4.2 HSR only accepts digital advertising files and recommends using digital advertising delivery services that comply with HSR's technical specifications including Quickcut and Adsend.
- 4.3 If, once a Booking has been made, Advertising Material is not lodged as required by HSR, HSR may, in its sole discretion use Advertising Material previously provided by the Client; or cancel the Booking; and for any digital Advertising Material reduce the number of impressions on a prorated daily estimate based on the total impressions set out in the Booking Order; or extend the campaign end date set out in the Booking Order.
- 4.4 In each of the circumstances set out in clause 4.3, HSR remains entitled to the full payment for the Booking.
- 4.5 HSR may place the word "advertisement", "advertorial", "promotion", or similar wording within or adjacent to any Advertising Material which, in HSR's opinion, resembles editorial material.
- 4.6 The Client authorises HSR to dispose of any materials supplied to HSR relating to and including Advertising Materials (including illustrations, copy, photographs, artwork and

digital files) following publication of Advertising Materials. HSR is not required to retain or return to the Client any such materials.

5. Creative Services

5.1 Where, in connection with the provision of the Services, HSR provides creative services to the Client, the Client acknowledges that Client is solely responsible for, and provides the warranties set out in these Terms in relation to any Advertising Material which is the product of such creative services, including its compliance with applicable laws, regulations and codes of conduct.

5.2 The Client must provide to HSR any text, images or logos that the Client wants to include in Advertising Material being created by HSR at the Client's cost within the timeframes notified by HSR to the Client.

5.3 The Client must promptly check proofs of Advertising Material and notify HSR of any errors in the proofs or in published Advertising Material.

5.4 Notwithstanding anything contained in clause 11.1, if the Client cancels a Booking at any time, the Client remains liable for the production costs for any Advertising Material created by HSR in connection with the Booking at the time of cancellation.

6. Refusing and withdrawing Advertising Material

6.1 HSR may refuse any Advertising Material provided by the Client.

6.2 HSR may withdraw from publication any Advertising Material at any time that, in its opinion, is illegal or poses a risk of litigation, defamatory, offensive, obscene or contrary to the business interest, goodwill or reputation of HSR or is likely to infringe on the rights of third parties. This clause is not impacted by any previous publications of the same Advertising Material by HSR.

7. Varying format or placement of Advertising Material

7.1 HSR will use reasonable efforts to publish Advertising Material in the format and in the position requested by the Client. However, HSR may vary the placement of the Advertising Material or change the format, at its discretion.

7.2 Except in accordance with clause 166, HSR will not be liable for any loss or damage incurred by the Client arising from HSR not publishing the Advertising Material in the format and position that the Client requested.

7.3 HSR may shrink or enlarge the Advertising Material by up to 10% without notifying the Client or any change to rates, provided that the change in size is driven by an overall change in size of the physical publication.

8. Optimisation

Where HSR reasonably considers that Advertising Material on any Digital Platform is underperforming, HSR may change the placement of that Advertising Material to a similarly sized placement on a reasonably equivalent Digital Platform to that specified in the relevant Booking.

9. Intellectual Property

9.1 The Client grants HSR a worldwide, royalty-free, non-exclusive, irrevocable licence to publish, and to sublicense the publication of, the Advertising Material in any form or medium, including print and online.

9.2 For the sake of clarity, the sublicensing right referred to in clause 9.1 entitles HSR to permit other persons to republish any Advertising Material in any print, electronic or digital form for any purpose using any media and in any part of the world, at its discretion.

9.3 The Client warrants that it is authorised to grant HSR the licence in clause 9.1.

10. Rates and payment

10.1 The applicable rate for any Booking is the rate specified in the Booking Order (or, in the absence of a Booking Order, in the rate card for the applicable Publication as of the date of the request for Services). The Client must pay to HSR the fee for a Booking prior to the Cancellation Date unless HSR has extended credit to the Client, in which case the Client must pay to HSR the fee for a Booking within 7 days of the invoice. HSR may cancel a Booking if HSR has not received the fee for that Booking by the applicable payment date.

10.2 The Client must pay the production costs for any Advertising Material at HSR's standard rates where production costs are incurred on behalf of the Client, within 7 days of the invoice date.

- 10.3 All HSR rates or costs are exclusive of any applicable GST.
- 10.4 Time of payment of invoices by the Client is of the essence. Without prejudice to any other remedy, HSR may
- (a) Charge a late payment fee of \$50.00 on all amounts paid after the due date;
 - (b) Charge interest on debts at 15% per annum from time to time;
 - (c) Charge a dishonour handling fee in the amount of \$25.00;
 - (d) Withhold supply;
 - (e) Sue for the money owing on the Goods or Services provided;
 - (f) Take steps to secure monies owing and enforce such security;
 - (g) Recover all collection and legal costs and expenses incurred in collecting overdue accounts and/or enforcing security interests on an indemnity basis.

11. Cancelling a Booking

- 11.1 Subject to clause 5.4, the Client may cancel all or part of a Booking without penalty if written notice is given to HSR before the Cancellation Date.
- 11.2 If the Client cancels a Booking after the Cancellation Date, including a Booking accepted by HSR after the Cancellation Date, the Client must pay HSR the full amount for that Booking.

12. Conditions relating to Services

- 12.1 HSR may require the Client to complete a credit application before accepting a Booking or providing Services.
- 12.2 The Client must not resell or sub-license a Booking or use a Booking other than for Advertising Material referred to in the applicable Confirmation Advice or Booking Order.
- 12.3 HSR makes no warranties in relation to proximity of Advertising Material in a Publication or on a Digital Platform relative to Advertising Material relating to competing products or services.
- 12.4 HSR makes no warranties or representation 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.
- 12.5 The Client consents to HSR reformatting any Advertising Material for inclusion on a Digital Platform or otherwise in a digital or other derivative version of a Publication and warrants that doing so will not infringe any person's rights, including moral rights.
- 12.6 The Client must not insert any data tracking or collection device (including any tag, code, cookie or pixel) into Advertising Material for a Digital Platform without HSR's permission.
- 12.7 HSR owes no duty to the Client to review, approve or amend any Advertising Material and no review, approval or amendment by HSR will affect the Client's responsibility for the content of the Advertising Material.

13. Termination

Notwithstanding anything else in these Terms, either party may terminate a Booking by giving 30 days' written notice, if the other party commits a material breach of these Terms and that material breach is not capable of being remedied; or is capable of being remedied, but has not been remedied within 30 days after receiving a notice from the Client requiring it to do so; or suffers an Insolvency Event.

14. Warranties

The Client warrants to HSR that Advertising Material lodged with HSR (whether or not HSR provided creative services in relation to that Advertising Material) complies with all laws, statutes, regulations, codes of practice and any standards applicable to publication of the Advertising Material and determined by any relevant regulatory

agency or industry self-regulatory body; complies with any standard, guideline or requirement specified by HSR and notified to the Client from time to time; does not infringe copyright, trademark, obligations of confidentiality or other legal rights of any person; is not false or misleading and is true in substance and in fact; without limiting the above, does not infringe the *Competition and Consumer Act 2010* (Cth) or the *Fair Trading Act 1986* (NZ) or the *Therapeutic Goods Act 1989* (Cth), the *Therapeutic Goods Regulations*, the *Therapeutic Goods Advertising Code* or similar laws, regulations and codes operating in Australia or New Zealand; and does not contain anything which may give rise to any cause of action by a third party against HSR, including material that is defamatory or obscene or that otherwise causes injury or damage to any person.

15. Indemnity

The Client indemnifies HSR, its officers, employees, agents and affiliates (and their employees and agents) against any action, claim, loss, expense or cost, suffered or incurred, whether directly or indirectly, by HSR, its officers, employees, agents and affiliates (and their employees and agents) as a result of any breach by the Client of these Terms (including the warranties set out in these Terms) or otherwise (including in connection with recovering any amounts owed to HSR by the Client) arising from publication of the Advertising Material, cancellation of or failure to publish any Advertising Material or otherwise in connection with provision of the Services.

16. Liability

16.1 HSR (and its officers, employees, agents and affiliates) is not liable under these Terms or otherwise in law for any indirect, special, incidental or consequential loss or damage suffered or incurred by the Client (or any other person) or loss of revenue, profit, goodwill, data or opportunity or loss of anticipated saving, whether caused by negligence or otherwise and whether or not HSR was aware or should have been aware of the possibility of such damage.

16.2 To the extent permitted by law, all representations, conditions and warranties, whether based in statute, common law or otherwise, are excluded. Liability of HSR for any breach of a term, whether implied by law or otherwise, is limited, at HSR's option, to the supply of the Service (or part thereof) again or the payment for the cost of having the Services (or part thereof) supplied again.

16.3 HSR is not liable for any delay or failure to perform the Services that is due to any natural disaster, unlawful act against public order or authority, breakdown of plant, industrial dispute, government or legal restraint or any other event not within the reasonable control of HSR.

17. Credit

17.1 HSR may cancel, alter or suspend any credit terms (if applicable) if, in HSR's opinion, the financial condition of the Client or the status of the Client's account requires it and the Client agrees to pay on demand all sums owing in connection with any credit facility if the credit facility is suspended or cancelled.

17.2 If HSR grants any credit facility to the Client, the Client agrees that a demand purporting to be signed on behalf of HSR identifying unpaid amounts is conclusive evidence that such amounts are payable and unpaid.

17.3 At the time at which it makes any request for Services, the Client warrants that it is solvent and able to pay all of its debts as and when they fall due and the Client must inform HSR of any facts which might reasonably affect any decision to provide the Services and/or grant credit.

18. General

18.1 These Terms (together with the applicable Cancellation Date and Advertising Material Lodgement Requirements) govern each Booking Order, supply of Services and Booking and, except as modified in accordance with these Terms, constitute the entire agreement in connection with each supply of Services. All other terms whether written in another document, communicated otherwise than in writing or implied, including the Client's terms, are excluded to the extent permitted by law.

18.2 No variation to these Terms binds HSR unless expressly and specifically agreed in writing by HSR and the Client.

- 18.3 These Terms supersede any terms that have previously governed any supply of Services and prevail to the extent of any inconsistency between a written or verbal quotation and these Terms.
- 18.4 HSR may amend these Terms at any time, which amended terms will apply in relation to all Services from that date. Notification of amendment shall be deemed to have been given to the Client immediately upon publication of the amended conditions or other written notice, which shall apply to all advertising booked after the date of that publication.
- 18.5 These Terms and any agreement between the Client and HSR are governed by the laws of New South Wales and the Client submits to the jurisdiction of courts exercising jurisdiction in that State.
- 18.6 These Terms bind HSR and the Client and their respective successors.
- 18.7 The invalidity or unenforceability of any provision of these Terms does not affect the validity or enforceability of the remaining provisions.
- 18.8 The Client must not assign its rights under these Terms or a Booking to any other person.

Advertising Terms last updated on 24 November 2019.