

Advertising Terms & Conditions

These are the terms and conditions upon which we accept material for publication from you. Any other conditions proposed by you shall be void unless accepted by us in writing. In these terms and conditions: “Publications” means any of the print publications, web sites, web portals, newsletters and bulletins owned or controlled by us; “We”, “us” and “our” means The Moose Republic Pty Limited ABN 37 614 537 665; and “You” means the advertiser.

GIVING US MATERIAL

1. When you give us material for inclusion in any of our Publications, you warrant that:
 - a. you own that material or have the right to use and publish that material;
 - b. the material does not breach any law or the rights of any other person;
 - c. you have the right to represent the *individual*, entity, product or service mentioned in the material; and
 - d. you are bound by our terms and conditions and will pay our rate applicable to your material.
2. Unless we inform you otherwise, you may give us only one piece of creative per unit type (banner, tile, button, micro-button) per month. If you wish to change the creative for any advertisement, we will use your new creative 14 days after you give it to us. If you give us a rich media advertisement, we require up to 5 additional working days to test it before it will appear in our Publications.
3. We will tell you the due date for provision of all materials. If you do not supply us with the materials by the due date, we may insert previous material or charge you for the space that has been booked. If the materials you supply do not comply with our requirements and specifications so as to allow its inclusion in our Publications, we may rectify or adapt the materials to enable the material to be in a form for inclusion. Where we do this, you must pay us for all the work we have done at trade house rates plus 25%.
4. We will not at any time or under any circumstances, be liable for any loss or damage to your materials.
5. Enhancing Advertiser Listings:

You acknowledge and agree that The Moose Republic may enhance your business listings on its websites by including content accessible from your business website (including text, images and video clips). You agree that you own or have the right to grant a license in such content, and consent to the use, reproduction, publication, adaptation and modification of such content (without acknowledgment or attribution) for the purpose of inclusion in your business listings on The Medical Republic websites.

RESCHEDULING

6. Subject to availability, bookings may be rescheduled to a later date if communicated in writing prior to material deadline or one month prior to the commencement of work. Please consult your sales executive or client success manager for details.

CANCELLATIONS

Print & customised advertising solutions (including content marketing, video & event sponsorship)

7. Cancellations can be made if six weeks' notice is made in writing prior to issue date.

8. If you wish to stop publication of material after you have instructed us to proceed, you must request our consent in writing. If we do consent, you must pay us:

a. any expenses we have incurred relating to the acceptance or preparation of your material for publication; and

b. if the total cost of your campaign is based on a predetermined volume/number of insertions, and you cancel any issues during the course of your campaign, your per issue rate will revert back to the casual rate per issue as determined by the current rate card/official media kit.

c. bookings cancelled within six weeks of the date of insertion will incur a cancellation fee of 50% of the agreed issue rate of your campaign or work being done. You may substitute the date of insertion with another brand.

d. cancellations communicated in writing up to two weeks prior to your material deadline date will incur a 100% fee of the agreed insertion cost.

9. At our discretion, cancellations will not be accepted if it is anticipated to cause disruption to our business (or impacts other businesses) after work has already been published or activity is due to commence.

ONLINE

10. Cancellations can be made if six weeks' notice is made in writing prior to scheduled commencement date.

OUR PRICING AND PAYMENT

11. Rates:

a. Our prices are available from our sales managers, listed above, and unless otherwise stated are exclusive of GST. Any rates quoted in writing and our terms and conditions are subject to change at any time by us and without notice to you.

b. Unless otherwise agreed at the time we accept your material, accredited advertising agencies that are approved by us will receive a standard 10% agency discount off the quoted prices. No discount will be given in respect of material that is for the direct benefit of the agency.

12. Currency:

- a. All amounts shown on our tax invoices are in Australian Dollars unless specified otherwise.
- b. You must pay us in Australian Dollars unless otherwise specified.

13. We will send you a tax invoice and unless otherwise agreed, you must pay us for publication of the material or any other work that we are providing to you, within the time stipulated on our tax invoice.

14. If you do not pay us the full amount within the time stipulated in the tax invoice, we may remove your material from our Publications and stop any other work that we may be doing for you. You agree that we may recover the outstanding amount specified in the invoice together with interest, our legal costs, bank fees and charges, any other expenses incurred in attempting to recover the debt and any fees and commissions or other amounts we pay to any collection agency to act on our behalf.

PUBLISHING ADVERTISEMENTS

15. We may, in our sole discretion:

- a. refuse to publish any advertisement you give us; and
- b. remove any existing advertisement from any Publication without notice.

16. Unless otherwise agreed in writing, we will not provide a copy of the Publications in which you are advertising.

ADVERTISEMENT SERVING AND REDIRECTS

17. We serve your online advertisements in our Publications in-house. At your request, we can provide you with statistical reports about the performance of your online advertising campaign. If you would like to track the performance of your campaign by using your own advertisement server, we will accept your redirect code. By giving us your redirect code, you agree to give us access to reports generated by your advertising server for your campaign in our Publications. If there is a discrepancy between the reports from our advertising server and those from your advertising server, you agree to rely on the information provided by our advertising server.

EDITORIAL CONTENT

19. Editorial Content: The Moose Republic retain the right to make minor editorial changes, such as spacing and layout, should this be required to facilitate transmission.

DATA PROTECTION

20. Data Protection Customers are reminded that subscriber's personal details may be used only to respond the subscriber's specific query. Any further use requires the consent of the subscriber.

LIABILITY

21. Printers error, casual displacement, omission, inability or failure to publish an advertisement in our Publications does not invalidate this contract.
22. Every care will be taken to ensure prompt insertion of the material but we will not be liable for any loss occasioned by the failure of the material to appear in any specified date or issue of our Publications.
23. If we are unable to publish the material for any reason, we will only be liable to you for a maximum refund of the amount you paid us for the publication of the material subject to a pro rata reduction to take into account the period of advertisement downtime experienced.
24. To the extent possible, all implied and express warranties in legislation (including federal and state trade practices and sale of goods legislation) that may give you greater rights than are expressed in this clause are negated.
25. You will indemnify us against all suits, claims and demands made against us and loss or damage suffered by us arising from our publication of your material due to:
- a. a breach of your warranty in clause 1;
 - b. any allegation that we have breached any intellectual property rights of any third party; and
 - c. any other civil or criminal liability we may be exposed to.

CREDIT CHECKS

26. For the purpose of obtaining or providing a credit check/reference, you authorise us to make enquiries and to use, exchange and disclose to any credit provider or credit reporting agency, any or all information we know or obtain concerning your credit-worthiness.

GOVERNING LAW

27. The law in force in New South Wales, Australia governs these terms and conditions.

IMPORTANT PRIVACY NOTICE

We collect the information on this form for the purposes of processing your order, making credit enquiries, keeping you informed about upcoming events and assisting in improving our service to you. We may disclose the information (excluding your credit worthiness and e-mail address) to third-party businesses for these purposes. It may also be used by our business to prepare lists of customers which it then rents to third parties to provide direct marketing offers which we think may be of interest to you. The provision of this information is voluntary but if you do not provide the information requested we may not be properly able to process your order. You have both a right of access to the information we hold about you and a right to ask us to correct it if you think it is inaccurate or out of date.

If you do not want to receive information about other products, services, offers or events or you do not want your information disclosed, please contact our Privacy Officer at 209/59 Great Buckingham Street, Redfern, NSW 2016, Australia or jeremy@medicalrepublic.com.au