



SEVEN WEST MEDIA DIGITAL ADVERTISING TERMS AND CONDITIONS

1. WHEN DO THESE TERMS APPLY?

1.1 These terms and conditions (“**Terms**”) apply to you every time you:

- (a) request placement of advertising on any Digital Media owned or operated by Seven Network (Operations) Limited ABN 65 052 845 262 or its related bodies corporate, including Pacific Magazines Pty Limited and West Australian Newspapers Limited (collectively “**SWM**”); and/ or
- (b) request provision of creative, production and/ or distribution services with respect to such advertising; and/ or
- (c) request to or offer to supply SWM with product samples to be distributed to visitors of Digital Media.

1.2 “**Digital Media**” refers to any digital media published, distributed or communicated by SWM or its subsidiaries including but not limited to websites and apps owned and operated by SWM as well as social media channels operated by SWM and third party inventory sold by SWM as reseller.

1.3 These Terms are in addition to our standard terms and conditions regarding broadcast and print advertising (if applicable) and any additional special trading terms and conditions (“**Trading Terms**”), if applicable. To the extent of any inconsistency between these Terms and any Trading Terms, the Trading Terms will prevail.

2. HOW DO I PLACE ADVERTISING

2.1 To become a customer for the purpose of these Terms, unless you are paying SWM in advance, you must complete and return to SWM the credit application forms established and identified by SWM for that purpose. SWM shall thereafter grant and maintain credit facilities at its sole discretion.

2.2 You can request advertising or services in any Digital Media owned or operated by SWM at any time directly with SWM or agents approved by SWM.

2.3 SWM will make a proposal to you regarding your request by sending you a proposal or Media Schedule for your approval.

2.4 If you approve the proposal or Media Schedule, SWM will send you an Insertion Order which will apply to the distribution of your advertising and which you must agree and return to SWM in order to confirm your booking.

3. WHAT RIGHTS DOES SWM HAVE?

3.1 SWM can reject or withdraw advertising at any time if it reasonably believes you are in breach of these Terms or your proposed Advertisement is in breach of these Terms. SWM is not liable to you if it rejects or withdraws your advertising.

3.2 Advertisements must be supplied as per agreed deadline at time of booking. All Advertisements are subject to approval to ensure the material complies with guidelines. This deadline allows you time to amend your Advertisement if it does not comply with industry standards.

3.3 In the event SWM believes, acting reasonably, that a breaking news or other event renders the publication or placement of your booked advertising unsuitable or inappropriate from an editorial perspective, SWM may move or withhold the placement of your advertising with your prior approval, such approval not to be unreasonably withheld.

4. SPECIFICATIONS AND DEADLINES

4.1 You must deliver your Advertisement(s) to SWM by the date and in the format SWM specifies. If you do not, this may result in lost value or campaign delivery, which will not be compensated by SWM nor result in make good being offered by SWM.

4.2 Your Advertisement(s) must be in the format and specification that SWM requires for it to be published. If you do not deliver your Advertisement(s) in the required form, you will be liable for all costs incurred in converting the Advertisement into an appropriate form or deviations from launch dates.

4.3 Date changes after the Insertion Order is signed and returned to SWM are not permitted unless agreed in writing in advance with SWM.

5. PAYING FOR ADVERTISING

5.1 The Insertion Order contains the amount you have to pay for the advertising fee. SWM will provide you with an invoice stating the Fee and any tax payable under clause 5.8 ("Fee").

5.2 You must pay the Fee within the terms set by SWM. You cannot alter the Fee, even if you feel that the advertising was not placed or distributed in the manner that you expected.

5.3 If you dispute the Fee, this claim must be made within 30 days of the invoice date to SWM otherwise you must pay the Fee as invoiced.

5.4 You must pay the Fee electronically in clear funds to the account nominated in the relevant Media Schedule or by such other method as agreed by SWM.

5.5 Unless otherwise agreed in writing, fees are:

- a) invoiced at the end of each month included in the Media Schedule;
- b) payable within 30 days of invoice; and
- c) payable in monthly instalments across the campaign.

5.6 SWM may charge interest at a rate of 8% per month if fees remain outstanding 90 days after the date of invoice.

5.7 All fees are exclusive of GST and other taxes. You are responsible for GST and all applicable taxes levied on the fees payable under an Insertion Order. Such amounts are in addition to the payment for the Media Schedule contained within the Insertion Order and will be added to any invoice.

Agency Commission

5.8 If you are an advertising agent, SWM may agree that you will get a commission on the Fee, but the commission will only apply if you pay the Fee (less the commission, plus the GST payable) before the invoice due date. If you don't pay the Fee (less the commission) by that date, you cannot claim the commission – you must pay the Fee and the GST payable.

6. DIGITAL SERVICES

6.1 If you require services with respect to the creation of the advertising you intend to place on Digital Media owned or operated by SWM (such services which may include design/ creation or production of digital content,), you may submit such request to SWM and SWM will provide you with a quote to perform such services. If you accept such quote, you will be required to pay the agreed fees within 30 days of receipt of invoice from SWM, and must otherwise comply with any briefing and cancellation requirements notified to you in writing by SWM from time to time.

6.2 Without limiting clause 6.2, you must provide SWM with all information, materials, product and/ or packaging samples (as applicable) SWM reasonably requires to fulfil the digital services brief ("**Client Material**"), and by the deadlines stipulated by SWM.

6.3 Subject to clause 6.4, where SWM creates, develops and/ or produces an Advertisement for you ("**SWM-created Advertisement**"), all right, title and interest (including all intellectual property rights) in the SWM-created Advertisement will be owned by SWM.

6.4 SWM will not own any intellectual property rights in any Client Material but you will procure for SWM the right to use the Client Material for the purposes of performing the digital services and as required by SWM for the use of any of the SWM-created Advertisement in SWM's promotional activities.

6.5 SWM grants you the right to have the SWM-created Advertisement published in Australia in accordance with the proposal or Media Schedule approved pursuant to clause 2.4. All other rights with respect to the SWM-created Advertisement are reserved to SWM and any other proposed use or publication of the SWM-created Advertisement must be approved by SWM in writing and will be subject to negotiation. You may not reproduce or modify the SWM-created Advertisement without the prior written approval of SWM, such approval not to be unreasonably withheld.

7. PRODUCT SAMPLING

SWM may invite you and/ or you may offer from time to time to include your products (without any minimum commitment by SWM) in a sample offering to visitors of Digital Media ("**SWM Sample Offering**") in conjunction with your purchase of advertising on Digital Media, in which case the terms at Annexure B will apply in addition to these Terms.

8. HOW CAN I AMEND OR CANCEL ADVERTISING AND/ OR SERVICES

8.1 If you cancel advertising up to 30 days before the start date of the campaign (**Cancellation Deadline**), you will not have to pay the Fee, except for any costs already incurred by SWM with respect to the campaign. Please send notice of your intention to cancel in writing to the representative who made your booking. Cancellation will only be effective on confirmation of receipt of your notice.

8.2 If you cancel after the Cancellation Deadline, you have to pay the Fee.

8.3 Any proposed changes to an Insertion Order must be mutually agreed in writing.

9. REPORTING

9.1 You accept that the ad server report or other measurement provided by SWM are the official, definitive measurements of SWM's delivery of the Media Schedule.

10. ADDED VALUE/ BONUS ADVERTISING AND CREDIT NOTES

10.1 Whether advertising is being paid for by you or provided as a bonus by SWM, it will be governed by these Terms, however SWM reserves the right to change the date(s) in its absolute discretion so long as the Added Value/ Bonus Advertising appears during the specified campaign period.

If we are unable to deliver per an Insertion Order and we provide credit, the credit must be used by the deadline stipulated in the Credit Note.

11. THIRD PARTY TAGS

Third Party Tags are allowed on Digital Media for the purposes of creative delivery and 3rd party campaign performance tracking but are not permitted to gather user data.

12. WARRANTIES FROM YOU

12.1 You undertake and warrant to SWM that your Advertisement and any Client Material:

- a) is true and accurate in all respects;
- b) is not false, misleading or deceptive in any respect;

- c) does not infringe any rights of any person (such as copyright and trade mark rights);
- d) does not use the name and image of any person without their consent;
- e) is not obscene, indecent or defamatory; and
- f) does not contravene any federal, state or territory statute, regulation or other law including the Competition and Consumer Act (Cth).

12.2 You indemnify SWM for all costs (including legal costs on a solicitor client basis), expenses, claims, demands, damages and losses of any kind arising from or attributable to the publication of the advertising or otherwise arising from a breach by you of these Terms.

12.3 To the extent permitted by law, all conditions and warranties implied by law or otherwise not expressly set out in these terms and conditions are excluded.

13. LIMITATION OF LIABILITY

13.1 To the extent permitted by law, under these terms or otherwise in connection with your advertising, and the distribution of that advertising by SWM:

- a) SWM excludes liability for all indirect, consequential or special losses or damages including loss or profits howsoever arising; and
- b) The total liability of SWM howsoever arising is limited to the supply of the relevant advertising again or the payment of the cost of having those services supplied again, whichever SWM determines in its absolute discretion.

13.2 SWM will not be liable to you or any other person for any loss of whatever kind suffered as a result of an advertisement not being available for distribution or not being distributed where such event arises from any cause beyond SWM's reasonable control.

14. LIABILITY OF AGENTS

14.1 If you carry on business as an advertising agent, you acknowledge that you contract with SWM in your own right. You are principally liable under any contract entered into with SWM.

15. SWM AS THIRD PARTY RESELLER

If you request advertising or services where SWM acts as a third party reseller (for example when you buy inventory on SWM's social media channels, as such channels are owned by third parties), by accepting SWM's Digital Media Schedule, you accept the terms and conditions of that third party.

16. TERM AND TERMINATION

16.1 These Terms commence on the signing of an Insertion Order and continue until the end of the relevant campaign.

16.2 Either party may terminate a Media Schedule if the other party breaches any material term of these Terms and fails to cure such breach within 30 days after receipt of written notice of such breach. SWM may terminate these Terms and all Media Schedules between the parties if you breach any material term or condition of these Terms and fail to cure such breach within 30 days after receipt of written notice of such breach.

16.3 On termination, any and all payment obligations of you under a Media Schedule immediately become due.

17. GENERAL

17.1 These Terms are governed by the laws in force in New South Wales, Australia.

17.2 You may not assign or otherwise transfer any of your rights or obligations under these Terms to any other person without SWM's consent. SWM may assign or otherwise transfer any of its rights or obligations under these Terms without your consent.

17.3 If SWM fails to enforce, or delays in enforcing, any of these Terms, this will not operate as a waiver and will not affect SWM's right to later require strict compliance with these Terms.

17.4 The Terms of the Media Schedule and this agreement record the entire agreement between you and SWM relating to the matters dealt with in this agreement and supersede all previous arrangements, understandings or representations, whether written, oral or both, relating to these matters.

17.6 The information in these Terms, Media Schedule and all matters connected with and relating to Terms and Media Schedule are to be treated as confidential information ("Confidential Information"). You agree to hold confidential the Confidential Information; prevent the unauthorised use or dissemination of the Confidential Information; and return to SWM or, if necessary, erase all Confidential Information immediately on being asked by SWM to do so.

Annexure A – Product Sampling Terms

1. SWM and you will mutually agree on:
 - a. the Products to be supplied by you to SWM for that SWM Sample Offering;
 - b. the quantity of the Products to be supplied (“**Agreed Quantity of Products**”);
 - c. the delivery date for supply of the Products to SWM.
2. In return for SWM promoting the Products, you will, at your cost:
 - a. provide the Agreed Quantity of Products to SWM free of charge; and
 - b. deliver (at your cost) the Agreed Quantity of Products to SWM or its nominee at the address nominated by SWM in writing;
 - c. re-supply any Products returned by consumers as faulty Products.
3. SWM will be responsible for:
 - a. storing the Products;
 - b. packaging the Products together with products supplied by third party suppliers;
 - c. providing the platform via which the SWM Sample Offering will be sold or otherwise offered to consumers, and for managing all aspects of the transaction with the consumer;
 - d. delivery of SWM’s Sample Offering to consumers;
 - e. promotion (where mutually agreed) across agreed platforms of web/social and in-magazine;
 - f. conduct of the research component (where applicable); and
 - g. publishing reviews online (where applicable) (and with respect to which you acknowledge that the commercial arrangement between SWM and you will be disclosed to consumers).
4. Unless otherwise agreed in advance in writing by you, SWM will not offer the Products for sale (nor re-sale) and will ensure they are promoted for personal use only.
5. You will ensure that all Products (including components and labelling of the Product) will comply with all laws, regulations, codes of practice and other requirements of any governmental or regulatory authority (Commonwealth, State or local) applicable to their manufacture, packaging and supply, including but not limited to any cosmetics and therapeutic goods laws, labelling laws and consumer protection laws (as applicable).
6. You represent, warrant and undertake to SWM that all Products (and components of the Product) are:

- a. of merchantable quality and fit for the purpose for which they are intended; and
 - b. are safe and free from contamination.
7. You indemnify SWM, its directors, employees and agents from and against all claims, actions, suits, proceedings, causes of action, damages, losses, demands, moneys, costs and expenses (including legal costs) arising from:
- a. any breach by you of any local, State or Commonwealth legislation including the Competition and Consumer Act 2010 (Cth), and fair trading legislation in respect of the Products;
 - b. any claim by a third party that the Products (or any components) have breached the third party's intellectual property rights; and
 - c. any claim that the Products (or components) were manufactured and/or supplied without the necessary permits, licences, authorisations required by law.

Despite any other provision of this agreement, neither party shall be liable to the other for any indirect, special or consequential loss or damages whatsoever, howsoever arising.