

Australian Geographic Advertising Terms

1. The Services

Australian Geographic Holdings Pty Ltd (**Australian Geographic**) agrees to provide the Services subject to these terms and conditions (**Terms**).

2. Creating a Booking

2.1 If the Client requests Australian Geographic to provide the Services, then Australian Geographic may issue a Booking Order. If Australian Geographic issues a Booking Order, the Client may accept that Booking Order by signing and returning it to Australian Geographic. Accepting a Booking Order constitutes a Booking.

2.2 Any written or verbal quotation provided by Australian Geographic 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.

2.3 If Australian Geographic 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.

3. Process for submitting Advertising Material

3.1 Once a Booking has been made, the Client must lodge Advertising Material:

- (a) in a manner that complies with the Advertising Material Lodgment Requirements; and
- (b) by such time and in such form as notified by Australian Geographic.

3.2 Australian Geographic only accepts digital advertising files via digital advertising delivery services that comply with Australian Geographic's technical specifications and that appropriately interface with Australian Geographic's advertising bookings system, including Quickcut and Adsend.

3.3 If, once a Booking has been made, Advertising Material is not lodged as required by Australian Geographic, Australian Geographic may, in its sole discretion:

- (a) use Advertising Material previously provided by the Client; or
- (b) cancel the Booking; and
- (c) for any digital Advertising Material:
 - (i) reduce the number of impressions on a prorated daily estimate based on the total impressions set out in the Booking Order; or
 - (ii) extend the campaign end date set out in the Booking Order.

- 3.4 In each of the circumstances set out in clause 3.3, Australian Geographic remains entitled to the full payment for the Booking.
- 3.5 Australian Geographic may place the word "advertisement", "advertorial", "promotion", "#ad", "#spon" or similar wording within or adjacent to any Advertising Material which, in Australian Geographic's opinion, resembles editorial material.
- 3.6 The Client authorises Australian Geographic to dispose of any materials supplied to Australian Geographic relating to and including Advertising Materials (including illustrations, copy, photographs, artwork and digital files) following publication of Advertising Materials. Australian Geographic is not required to retain or return to the Client any such materials.

4. Creative Services

- 4.1 Where, in connection with the provision of the Services, Australian Geographic provides creative services (including services for interactive media campaigns) to the Client, the Client acknowledges the 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.
- 4.2 The Client must provide to Australian Geographic any text, images or logos that the Client wants to include in Advertising Material being created by Australian Geographic at the Client's cost within the timeframes notified by Australian Geographic to the Client.
- 4.3 The Client must promptly check proofs of Advertising Material and notify Australian Geographic of any errors in the proofs or in published Advertising Material.
- 4.4 Notwithstanding anything contained in clause 10.1, if the Client cancels a Booking at any time, the Client remains liable for the production costs for any Advertising Material created by Australian Geographic in connection with the Booking at the time of cancellation.

5. Refusing and withdrawing Advertising Material

- 5.1 Australian Geographic may refuse any Advertising Material provided by the Client.
- 5.2 Australian Geographic 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 Australian Geographic 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 Australian Geographic.

6. Varying format or placement of Advertising Material

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

- 6.2 Except in accordance with clause 15, Australian Geographic will not be liable for any loss or damage incurred by the Client arising from Australian Geographic not publishing the Advertising Material in the format and position that the Client requested.
- 6.3 Australian Geographic 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.

7. Optimisation

Where Australian Geographic reasonably considers that Advertising Material on any Digital Platform is underperforming, Australian Geographic 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.

8. Intellectual Property

- 8.1 The Client grants Australian Geographic 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.
- 8.2 For the sake of clarity, the sublicensing right referred to in clause 8.1 entitles Australian Geographic 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.
- 8.3 The Client warrants that it is authorised to grant Australian Geographic the licence in clause 8.1.

9. Rates and payment

- 9.1 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 Australian Geographic the fee for a Booking prior to the Cancellation Date unless Australian Geographic has extended credit to the Client, in which case the Client must pay to Australian Geographic the fee for a Booking within 45 days of the invoice date for all agency Bookings and 30 days of the invoice date for all direct Bookings. Australian Geographic may cancel a Booking if Australian Geographic has not received the fee for that Booking by the applicable payment date.
- 9.2 The Client must pay the production costs for any Advertising Material at Australian Geographic's standard rates where production costs are incurred on behalf of the Client, within 45 days of the invoice date for all agency Bookings and 30 days of the invoice date for all direct Bookings.
- 9.3 All Australian Geographic rates or costs are exclusive of any applicable GST. Australian Geographic will issue a tax invoice to the Client in relation to any supply that is subject to GST. The amount of GST payable by the Client shall be calculated by multiplying the GST exclusive sum payable for the supply by the rate of GST applicable at the time of the supply. The terms "GST", "supply" and "tax invoice" used in this paragraph have the

same meaning as they have under the *A New Tax System (Goods and Services Tax) Act 1999* (Cth).

- 9.4 Time of payment of invoices by the Client is of the essence. Without prejudice to any other remedy, Australian Geographic may charge interest on any overdue payments at an annual rate equal to 2% per annum above the 90 day dealers bill rate as published in the Australian Financial Review (to accrue from day to day).

10. Cancelling a Booking

- 10.1 Subject to clause 4.4, the Client may cancel all or part of a Booking without penalty if written notice is given to Australian Geographic before the Cancellation Date.
- 10.2 If the Client cancels a Booking after the Cancellation Date, including a Booking accepted by Australian Geographic after the Cancellation Date, the Client must pay Australian Geographic the full amount for that Booking.

11. Conditions relating to Services

- 11.1 Australian Geographic may require the Client to complete a credit application before accepting a Booking or providing Services.
- 11.2 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.
- 11.3 Australian Geographic 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.
- 11.4 Australian Geographic 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.
- 11.5 The Client consents to Australian Geographic 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.
- 11.6 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 Australian Geographic's permission.
- 11.7 Australian Geographic owes no duty to the Client to review, approve or amend any Advertising Material and no review, approval or amendment by Australian Geographic will affect the Client's responsibility for the content of the Advertising Material.

12. Termination

Notwithstanding anything else in these Terms, either party may terminate a Booking by giving 30 days' written notice, if the other party:

- (a) commits a material breach of these Terms and that material breach:
 - (i) is not capable of being remedied; or
 - (ii) 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
- (b) suffers an Insolvency Event.

13. Warranties

The Client warrants to Australian Geographic that Advertising Material lodged with Australian Geographic (whether or not Australian Geographic provided creative services in relation to that Advertising Material):

- (a) 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;
- (b) complies with any standard, guideline or requirement specified by Australian Geographic and notified to the Client from time to time;
- (c) does not infringe copyright, trademark, obligations of confidentiality or other legal rights of any person;
- (d) is not false or misleading and is true in substance and in fact;
- (e) 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
- (f) does not contain anything which may give rise to any cause of action by a third party against Australian Geographic, including material that is defamatory or obscene or that otherwise causes injury or damage to any person.

14. Indemnity

The Client indemnifies Australian Geographic, 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 Australian Geographic, 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 Australian Geographic 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.

15. Liability

- 15.1 Australian Geographic (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 Australian Geographic was aware or should have been aware of the possibility of such damage.
- 15.2 To the extent permitted by law, all representations, conditions and warranties, whether based in statute, common law or otherwise, are excluded. Liability of Australian Geographic for any breach of a term, whether implied by law or otherwise, is limited, at Australian Geographic'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.
- 15.3 Australian Geographic 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 Australian Geographic.

16. Credit

- 16.1 Australian Geographic may cancel, alter or suspend any credit terms (if applicable) if, in Australian Geographic'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.
- 16.2 If Australian Geographic grants any credit facility to the Client, the Client agrees that a demand purporting to be signed on behalf of Australian Geographic identifying unpaid amounts is conclusive evidence that such amounts are payable and unpaid.
- 16.3 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 Australian Geographic of any facts which might reasonably affect any decision to provide the Services and/or grant credit.

17. General

- 17.1 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.
- 17.2 No variation to these Terms binds Australian Geographic unless expressly and specifically agreed in writing by Australian Geographic and the Client.

- 17.3 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.
- 17.4 Australian Geographic 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.
- 17.5 These Terms and any agreement between the Client and Australian Geographic are governed by the laws of New South Wales and the Client submits to the jurisdiction of courts exercising jurisdiction in that State.
- 17.6 These Terms bind Australian Geographic and the Client and their respective successors.
- 17.7 The invalidity or unenforceability of any provision of these Terms does not affect the validity or enforceability of the remaining provisions.
- 17.8 The Client must not assign its rights under these Terms or a Booking to any other person.

18. Definitions

In these Terms, unless the context otherwise requires:

Advertising Material means advertising material and any promotional or other material:

- (a) provided to Australian Geographic by or on behalf of the Client; or
- (b) created by Australian Geographic in the course of providing creative services to the Client, including inserts, onserts, band-ons and tip-ons;

Advertising Material Lodgment Requirements means the requirements for lodgment of Advertising Material for Publications with Australian Geographic, including technical and delivery requirements, as specified on Australian Geographic's Website or otherwise specified by Australian Geographic from time to time;

Australian Geographic's Website means the website located at www.australiangeographic.com.au;

Booking means an agreement for the provision of Services between the Client and Australian Geographic made in accordance with clause 2;

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

Cancellation Date means:

- (a) for a Publication, the cancellation date applicable to a Publication as specified on Australian Geographic's Website or otherwise specified by Australian Geographic; and
- (b) for any Advertising Material on Australian Geographic's Website, social media or the Australian Geographic newsletter, 14 days prior to the campaign start date set out in the Booking Order;

Client means:

- (a) any person who places a request for Services or enters into a Booking or to whom Australian Geographic supplies Services; and
- (b) 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 Australian Geographic or with which Australian Geographic is associated;

Insolvency Event means, in relation to a corporation, any of the following events:

- (a) the corporation is dissolved (whether pursuant to Chapter 5A of the *Corporations Act 2001* (Cth) or otherwise);
- (b) 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;
- (c) 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;
- (d) the corporation:
 - (i) 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);
 - (ii) suspends payment of its debt or proposes or is subject to a moratorium of debts; or

- (iii) 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;
- (e) the corporation seeks or obtains protection from its creditors under any statute or any other law;
- (f) 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;
- (g) any execution or other process is levied or enforced against the property of the corporation;
- (h) the corporation ceases to carry on all or a substantial part of its business;
- (i) 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
- (j) 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 Australian Geographic or with which Australian Geographic is associated; and

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

Advertising Terms last updated on 27 April 2018.