

**ADVERTISING
TERMS AND CONDITIONS**

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PACIFIC WINGS LIMITED

ADVERTISING TERMS AND CONDITIONS OF PACIFIC WINGS LIMITED

1. DEFINITIONS

- 1.1 “**Advertiser**” means a person or entity submitting an advertisement to the Publisher for publication and includes an advertising agency acting on behalf of an Advertiser.
- 1.2 “**Publisher**” means Pacific Wings Limited.

2. TERMS APPLYING TO ALL MATERIAL SUBMITTED FOR PUBLICATION

- 2.1 **Publisher’s Rights:** All material submitted for publication is subject to the Publisher’s approval. The Publisher may alter, reject or withdraw any material without giving reasons. The guarantees in the Consumer Guarantees Act 1993 are excluded where an Advertiser is, or is holding him or herself out as, acquiring goods or services for the purposes of a business.
- 2.2 **Warranties:** Advertisers (jointly and severally with their agents and principals) warrant as follows for all material submitted to the Publisher for publication:
- (a) The material does not contain any matter that is misleading or deceptive, or likely to mislead or deceive, or that otherwise contravenes the Fair Trading Act 1986 or similar legislation.
 - (b) The material does not contain any matter that is defamatory or indecent, or that otherwise offends against generally accepted community standards, or is likely to bring the Publisher, or any of its staff or publications, into disrepute.
 - (c) The material does not contain any matter that constitutes a breach of copyright or an infringement of a registered trade mark or registered design or that otherwise infringes any intellectual or industrial property rights.
 - (d) The material is not in breach of any provision of any statute, regulation, by-law or other rule or law.
 - (e) Publication of the material will not give rise to any claims against or liabilities for the Publisher.
- 2.3 **Responsibility and Indemnity:** Advertisers must immediately advise the Publisher of any error in material they have submitted for publication or had published. Advertisers (jointly and severally with their agents and principals) indemnify and keep indemnified the Publisher against all claims, costs, damages and expenses (including costs and expenses incurred on a solicitor-client basis) arising directly or indirectly from:
- (a) The content of material submitted for publication (including errors in it);
 - (b) The above warranties, or any of them, being untrue or ceasing to be true;
 - (c) The Publisher having to alter the material submitted, for any reason.

3. ADVERTISEMENTS

- 3.1 **Bookings:** Advertisements must be booked before 5:00 pm on the 15th of the month prior to the insertion month. Verbal bookings must be confirmed in writing. The Advertiser may book advertising space up to 12 months in advance.
- 3.2 **Advertising Rates:** Advertisements will be charged at the Publisher’s current advertising rates as at the date the booking is made. Information about current advertising rates is available from the Publisher on request.
- 3.3 **Specification Work:** The Publisher reserves the right to make all and any modifications which in its opinion are necessary to bring an advertisement within the Publisher’s specifications. The Publisher may charge for any work carried out to bring an advertisement within its specifications at its then current rates or, if the work is done externally, at the rate charged to the Publisher by that party. Any work carried out by the Publisher or third party at either the Advertiser’s request or to bring an advertisement within the Publisher’s specifications does not prejudice the Publisher’s other rights and remedies.

- 3.4 **Colour Accuracy:** No guarantee of colour accuracy is made by the Publisher unless a colour-accurate proof is provided by the Advertiser before the 15th of the month prior to insertion month.
- 3.5 **Terms of Sale and Payment:** All advertising space is sold subject to our Terms and Conditions of Sale. Accounts must be paid in full on or before the 20th of the month following the date stated in the Publisher's invoice.
- 3.5 **Advertising Agency Commission:** Invoices for bookings made by advertising agencies will be credited with a total of 15% of the advertising charges set out in the invoice. That credit will expire 60 days from the date on which the invoice is issued. No credit will be calculated on work required by the Publisher to bring an advertisement within its specifications.
- 3.6 **Discounts:** A frequency discount may apply if an Advertiser books advertising space for more than one issue. Frequency discounts will be calculated according to the Publisher's current discount rates as at the date the booking is made.
If a booking is cancelled or varied:
- (a) No frequency discount will apply to that booking; and
 - (b) The Publisher may invoice the Advertiser for an amount equal to the frequency discounts previously credited to the Advertiser for that booking.
- 3.7 **Cancellations and Delays:** Bookings may be cancelled, in writing, up to 5:00 pm on the 5th of the month prior to the insertion month. Verbal cancellations must be confirmed in writing. The Publisher may charge the full advertising fee for cancellations made after that time. If a booked advertisement is not received by the Publisher, before 5:00 pm on the 15th of the month of prior to insertion month, the Publisher may:
- (a) Charge the full advertising charge for that advertisement; and
 - (b) If the advertisement is received before printing, print the advertisement and charge the Advertiser both the full advertising charge and a penalty charge of up to 80% of the full advertising charge.
- 3.8 **Publisher's Rights:** If full payment of any account is not received by the Publisher by the due date for payment then, without prejudice to the Publisher's other rights and remedies, the Publisher may:
- (a) Charge interest on overdue accounts at the rate of 2.5% per month until the amount to be paid (including interest) is paid in full;
 - (b) Reallocate to another advertiser any advertising space booked by the Advertiser; and
 - (c) Recover from the Advertiser all costs incurred by the Publisher in recovering debts owed to it by the Advertiser.
- 3.9 **Limitation of Liability:** The Publisher accepts advertisements for publication on the condition that the Publisher's liability to the Advertiser or any other person (in tort, contract or otherwise) for loss or damage in respect of any omissions, delays, errors or inaccuracies (whether caused by negligence or otherwise, howsoever caused) shall be limited to the cost of the advertising space booked for the relevant advertisement.
- 3.10 **Advertising Standards:** The Advertiser (jointly and severally with the Advertiser's agents and principals) warrants that advertisements submitted to the Publisher comply in all respects with the provisions of the Advertising Codes of Practice issued by the Advertising Standards Authority Inc ("ASA") and with every other applicable code or industry standard governing or affecting advertising in New Zealand, whether issued by the ASA or otherwise.
- 3.11 **Advertising Complaints:** The Advertising Standards Complaints Board ("ASCB") and the Advertising Standards Complaints Appeal Board ("ASCAB") have an advisory jurisdiction in relation to ASA members pursuant to which they may determine a complaint about any of the Advertiser's advertisements. The Advertiser must not seek to exercise any legal remedy in respect of anything done or alleged to have been done by the ASA, the ASCB or the ASCAB unless and until the Advertiser has exhausted all remedies provided by or under the rules of the ASA, including the

right of appeal to the ASCAB.

4. GENERAL

4.1 **Governing Law:** These terms and conditions are governed by New Zealand law and the New Zealand courts shall have full and exclusive jurisdiction to determine any dispute which may arise under these terms and conditions.