

# District Gazette

## ADVERTISING TERMS & CONDITIONS

### ADVERTISING SERVICE

Subject to compliance of this Agreement by the Customer, the District Gazette agrees to publish the Advertisement submitted by the Customer to the District Gazette in the Newsletter in accordance with the advertising details set out in Schedule 1. The Customer must submit the Advertisement to the District Gazette before the Advertising Material Deadline in the manner and by the means as set out above. If the Customer does not supply the Advertisement to the District Gazette before the Advertising Material Deadline, the District Gazette may publish in the Newsletter any other advertisement previously submitted by the Customer to the District Gazette for publication in the Newsletter.

### ORDER FOR PUBLICATION

Receipt of copy by whatever means (including verbal) shall constitute an order for publication of the advertisement and acceptance of these conditions.

### ACCEPTANCE OF ADVERTISEMENT FOR PUBLICATION

The District Gazette has an absolute and unfettered discretion to refuse to publish any or all Advertisements that the Customer submits to the District Gazette if the District Gazette deems them unsuitable for publication. If the District Gazette refuses to publish an Advertisement, the District Gazette will notify the Customer.

### CANCELLATION OR VARIATION

The Customer may cancel an Advertisement by written or verbal notice to the District Gazette. Notice of cancellation must be received at least seven (7) days before the Advertising Material Deadline set out in the Production Schedule. If notice of cancellation is received after this date, the Customer remains indebted to the District Gazette for all Fees payable in respect of the cancelled Advertisement, even if it is not published, at the discretion of District Gazette.

### ADVERTISEMENT CONTENT

The Customer is solely responsible for the accuracy, quality and standard of any Advertisement that the Customer submits to the District Gazette.

### LEGALITY

The Customer warrants to District Gazette that nothing in the advertising material, text or artwork infringes any state, federal or local law or regulation or the personal or property rights of any other person.

### INDEMNITY

The Customer agrees to indemnify District Gazette and all associated companies, its employees, agents and subcontractors against all damages, costs, expenses, claims, demands and loss of any kind including legal costs arising out of the publication of any advertisement and without limiting the generality of the foregoing, to indemnify each of them in relation to defamation, injurious falsehood, passing off, unfair competition or trade practices, breach of contract, misrepresentation, breach of warranty or authority, slander of title, breach of copyright, infringement of trademark or names or titles, violation of rights of privacy, royalties or any breach of statute, regulation or other law giving rise to criminal or civil liability.

### FEE

The Customer must pay District Gazette the Fee for each Advertisement the District Gazette publishes in the Newsletter as specified in Schedule 1. All accounts shall be charged to the Customer and must be paid to District Gazette by the due date as per the invoice/statement. District Gazette has the right to charge a \$5 per week administration fee for overdue accounts.

### PROOFS

The Customer acknowledges that District Gazette imposes a specific deadline by which copy and images for typesetting must be submitted where the Customer requires a pre-publication proof of the advertisement (the "Advertising Material Deadline (Copy And Images)"). Proofs of advertisements will not be provided when copy is received after the Advertising Material Deadline (Copy And Images). When a proof is not provided by District Gazette, the Customer agrees to pay the full cost of the advertisement as outlined in Schedule 1 where it substantially conforms to the copy provided by the Customer. No responsibility is accepted for the correctness or otherwise of telephone advertisements where printed information has not been provided.