

Terms and Conditions - OUTBACK

1. BOOKING PROCESS

1.1 Advertisers may place an order with R.M.Williams Publishing Pty Ltd from time to time for the provision of Publishing Services by R.M.Williams Publishing Pty Ltd. A Confirmation Advice will be issued to Advertiser with respect to each Booking.

1.2 Advertiser may amend any Booking by advising R.M.Williams Publishing Pty Ltd' National Advertising Manager by telephone before 5pm on the second clear day following sending of a Confirmation Advice to Advertiser. Unless amended the Confirmation Advice will then become binding on Advertiser.

1.3 Advertiser may cancel all or part of a Booking without penalty if written notice is given to R.M.Williams Publishing Pty Ltd National Advertising Manager in writing before the Cancellation Date. Bookings accepted by R.M.Williams Publishing Pty Ltd after the Cancellation Date may not be cancelled by Advertiser.

1.4 If Advertiser cancels all or part of a Booking after the Cancellation Date, R.M.Williams Publishing Pty Ltd is entitled to payment for the Booking.

1.5 If R.M.Williams Publishing Pty Ltd fails to issue a Confirmation Advice relating to any Booking but provides Publishing Services, these terms will bind the Advertiser as if a Confirmation Advice had been issued.

2. RATES AND PAYMENT

2.1 The applicable rate for any Booking will be the rate specified in the rate card as at the date for publication specified in the Confirmation Advice. Advertiser must pay the applicable rate to R.M.Williams Publishing Pty Ltd at the time of presentation of R.M.Williams Publishing Pty Ltd invoice or on such later date as may be specified by R.M.Williams Publishing Pty Ltd.

2.2 Production costs will also be payable by Advertiser at R.M.Williams Publishing Pty Ltd standard rates from time to time where production costs are incurred on behalf of Advertiser.

2.3 If R.M.Williams Publishing Pty Ltd provides Publishing Services in relation to a Booking but fails to issue an invoice (for whatever reason) relating to that Booking, the Advertiser agrees to pay for the Publishing Services as if the invoice had been issued and on such terms as are generally incorporated in relation to such invoices.

3. CONDITIONS RELATING TO PUBLISHING SERVICES

3.1 R.M.Williams Publishing Pty Ltd may, at its discretion, refuse to accept any Copy for publication and may at any time cancel or reschedule any Booking.

3.2 R.M.Williams Publishing Pty Ltd may, at its discretion, refuse Publishing Services to Advertiser if Advertiser is in breach of these conditions or any agreement between Advertiser and R.M.Williams Publishing Pty Ltd.

3.3 Bookings may not be resold or sub-licensed by Advertiser or used other than for Copy referred to in the Confirmation Advice.

3.4 R.M.Williams Publishing Pty Ltd make no warranties in relation to proximity of publication of Copy relative to publication of copy relating to competing products or services.

3.5 If R.M.Williams Publishing Pty Ltd is unable to perform an obligation under these conditions by reason of an event outside of R.M.Williams Publishing Pty Ltd reasonable control, performance of that obligation is suspended.

4. COPY LODGEMENT

4.1 Advertiser must lodge Copy in accordance with R.M.Williams Publishing Pty Ltd Copy Lodgement Requirements.

4.2 If Copy is not lodged as required by R.M.Williams Publishing Pty Ltd, R.M.Williams Publishing Pty Ltd is entitled to payment for the Booking and may at its election publish copy previously provided by Advertiser or cancel the Booking.

4.3 R.M.Williams Publishing Pty Ltd reserves the right to place the word "advertisement" above or below any Copy which in R.M.Williams Publishing Pty Ltd' opinion resembles editorial matter.

4.4 No responsibility will be taken by R.M.Williams Publishing Pty Ltd for any Copy left uncollected after 3 months from the date of publication.

5. WARRANTIES

Advertiser warrants to R.M.Williams Publishing Pty Ltd that Copy lodged with R.M.Williams Publishing Pty Ltd:

(a) complies with all laws, statutes, regulations, codes of practice and any standards applicable to publication of Copy and determined by any relevant regulatory agency or industry self-regulatory body;

(b) complies with any standard or requirement specified by R.M.Williams Publishing Pty Ltd and notified to the Advertiser from time to time;

(c) does not infringe copyright, trademark 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 Trade Practices Act 1974 (Australia) (as amended) or the Fair Trading Act 1986 (NZ) (as amended); and

(f) does not contain anything which may give rise to any cause of action by a third party against R.M.Williams Publishing Pty Ltd, including without limitation material which is defamatory or obscene or which otherwise causes injury or damage to any person.

6. INDEMNITY

Advertiser indemnifies R.M.Williams Publishing Pty Ltd, its employees, agents and affiliates, and their employees and agents against any action, claim, loss or expense arising from publication of Copy or cancellation or failure to publish any Copy and all costs, losses and expenses suffered or incurred by R.M.Williams Publishing Pty Ltd, its employees, agents and affiliates, and their employees and agents as a result of any breach by Advertiser of these conditions or any agreement between Advertiser and R.M.Williams Publishing Pty Ltd.

7. LIABILITY

7.1 R.M.Williams Publishing Pty Ltd will not be liable under these conditions or otherwise in law and Advertiser acknowledges that R.M.Williams Publishing Pty Ltd excludes liability under these conditions and in law for any indirect, special, economic or consequential loss or damage suffered or incurred by Advertiser or loss of revenue, profits, goodwill, data or opportunities or loss of anticipated savings whether caused by negligence or otherwise and whether or not R.M.Williams Publishing Pty Ltd was aware or should have been aware of the possibility of such damage.

7.2 To the extent permitted by law, all other representations, conditions or warranties, whether based in statute, common law or otherwise, are excluded. Liability of R.M.Williams Publishing Pty Ltd for any breach of a term or condition whether implied by law or otherwise is limited, at R.M.Williams Publishing Pty Ltd option, to the supply of any service again or the payment for the cost of having any service supplied again.

8. GENERAL

These conditions and any agreement between Advertiser and R.M.Williams Publishing Pty Ltd will be governed by New South Wales law and each party submits to the jurisdiction of courts exercising jurisdiction in that State.

9. DEFINITIONS

R.M.Williams Publishing Pty Ltd means each of R.M.Williams Publishing Pty Ltd Limited ACN 068 461 263 (trading as Outback Publishing Company) and any affiliate for which R.M.Williams Publishing Pty Ltd Limited accepts Bookings for the provision of Publishing Services. Advertiser includes an agency lodging Copy on behalf of an advertiser and advertisers who lodge Copy directly with R.M.Williams Publishing Pty Ltd.

Booking means allocation of advertising space for publication of Copy in an R.M.Williams Publishing Pty Ltd publication, as identified in a Confirmation Advice. Cancellation Date means the cancellation date applicable to an R.M.Williams Publishing Pty Ltd publication as specified by R.M.Williams Publishing Pty Ltd from time to time. Confirmation Advice means written details of the Booking containing such information as is specified by R.M.Williams Publishing Pty Ltd from time to time. Copy means advertising material and any promotional or other material provided to R.M.Williams Publishing Pty Ltd, including inserts, band-ons, business reply cards, tip-ons, samples and scents. Copy Lodgement Requirements means copy lodgement and production requirements specified from time to time by R.M.Williams Publishing Pty Ltd. Publishing Services means provision of advertising space in an R.M.Williams Publishing Pty Ltd publication.