

ADVERTISING TERMS – *The Big Issue Australia*

1. Advertising terms

- 1.1. As a magazine that is published fortnightly, deadlines are important. Therefore failure to adhere to any relevant deadlines may result in the Advertisement not appearing as per your booking instructions. The Advertiser acknowledges it is your responsibility to provide material by TBI's stated deadline. From time to time, deadlines may change, without notice, at the discretion of TBI. It is the Advertiser's responsibility to ascertain the appropriate deadlines and TBI will use its best endeavours to communicate where practical
- 1.2. TBI reserves the right to reject, cancel, amend, refuse, change position or postpone publication of an Advertisement for any reason at its discretion acting reasonably. If a change to the Advertisement requires consent from the Advertiser, TBI will make every reasonable attempt to make telephone contact with you. If contact cannot be established, the Advertisement may be cancelled until contact can be made.
- 1.3. A booking is considered final upon TBI receiving a signed booking confirmation form or equivalent confirmation via email. Bookings that are cancelled more than 48 hours of the advertised Deadline will be required to pay 50% of the agreed rate. Bookings that are cancelled within 48 hours of the advertised material deadline will be required to pay 100% of the agreed rate.
- 1.4. TBI does not make any warranties, representations or undertakings regarding the positioning of an Advertisement, in a particular section of any publication.
- 1.5. The word "advertisement" will be included in an Advertisement, as required by law or if, in the opinion of TBI, it resembles editorial content.
- 1.6. The Advertiser may be charged if alterations are required to be made to an Advertisement, as requested by you, to an employee or representative of TBI.
- 1.7. TBI does not exclude any rights and remedies in respect of goods or services under the Competition and Consumer Act 2010 or equivalent State or Territory legislation which cannot be excluded, restricted or modified. However, no responsibility is accepted for any error or omission of telephoned instructions, alterations or copy/proof corrections or for non-receipt of the same sent by email or through any other telecommunications mechanism.

2. Compliance of Advertisements with Laws and Standards

- 2.1. By lodging material for publication or as part of an Advertisement in *The Big Issue*, or authorising or approving the publication of any material with *The Big Issue*, The Advertiser warrants that the material complies with all relevant laws, regulations and advertising codes of conduct and that its publication will not give rise to any claims against or liabilities of TBI or any of its directors, employees or agents.
- 2.2. Without limiting the generality of the above, Advertisers warrant that nothing in the material lodged for publication breaches the Competition and Consumer Act 2010, Copyright Act 1968 or laws (Commonwealth, State or Territory, as relevant) relating to defamation, therapeutic goods, tobacco products, consumer protection, fair trading and sale of goods or infringes the rights of any person.

3. Indemnity

- 3.1. By lodging material for publication or as part of an Advertisement in *The Big Issue*, or authorising or approving the publication of any material with TBI, the Advertiser indemnifies TBI and each of its directors, employees and agents against all liability, claims or proceedings whatsoever arising wholly or partially, directly or indirectly, from the publication of the material. Without limiting the generality of the above, Advertisers indemnify TBI, its directors, employees and agents in relation to any claims arising from defamation, injurious falsehood, passing off, unfair competition, breach of contract, breach of copyright or other intellectual property rights, misrepresentation, breach of privacy rights or confidential information, breach of warranty of authority or any breach of any Statute, regulation or other law giving rise to any civil or criminal liability whatsoever.

4. Limitation of Liability

- 4.1. TBI does not exclude any rights and remedies in respect of goods or services under the Competition and Consumer Act 2010 or equivalent State or Territory legislation which cannot be excluded, restricted or modified. However, if there is an error in the published Advertisement for any reason the Advertiser agrees to indemnify TBI, its employees and agents against consequential losses or damages suffered by you arising from the error. If brought to TBI's attention within 24 hours of the Deadline, adjustments may be made, but only for the space actually occupied by an error.
- 4.2. The Advertiser must notify TBI of any errors immediately when they appear otherwise TBI does not accept responsibility for the re-publishing of the Advertisement.

5. Accounts

- 5.1. The Advertiser must pay for all accounts for advertisements published within 14-day period of receiving the invoice.
- 5.2. The Advertiser agrees to pay the rates specified by TBI for each Advertisement, current at the time of publication of the Advertisement.
- 5.3. TBI reserves the right, acting reasonably, not to pay a refund while the outcome of an Advertiser initiated investigation regarding the publication or otherwise of an Advertisement is pending. TBI will endeavour to resolve any such investigation within seven (7) days.

6. OTHER SPECIFIC LAWS

6.1. Goods and Services Tax (GST)

- 6.1.1. All specified rates and charges are exclusive of GST.

7. OFFER TERMS & CONDITIONS

- 7.1. Offers/Packages made on this service are subject to the following conditions:

7.1.1. TBI will preview the submitted Advertisement prior to accepting it or publishing it.

7.1.2. The Advertisement must contain accurate information. TBI reserves the right to not publish an advertisement where you have provided inaccurate information.

7.1.3. TBI may at its discretion refuse to accept an advertisement for publication if it believes the Advertisement may offend or infringe the rights of any person or not comply with all the laws and regulations of the States and Territories.

7.1.4. Where TBI has refused to accept an Advertisement for publication, you will be notified by email.

7.1.5. Full refund will be provided if TBI refuses to accept an Advertisement for publication.

7.1.6. The Advertiser agrees to pay any costs incurred as a result of modifications to your Advertisement.

8. DEFINITIONS

- 8.1. **TBI:** The Big Issue in Australia Limited (ABN 61 071 598 439).
- 8.2. ***The Big Issue Australia:*** Refers to *The Big Issue* magazine.
- 8.3. **Advertisement:** Means an advertisement of any kind placed in any section of any Publication or where specifically specified in the Agreement.
- 8.4. **Advertiser:** A person that utilises and enters an agreement for a service to create and place an Advertisement in a Publication and can include an advertising agency.
- 8.5. **Deadline:** Means the time specified by TBI by which all material and authorisations must be received for inclusion in the next edition of the *The Big Issue* magazine.
- 8.6. **Package (also called on Offer):** Means a combination of features that may contain one or more of the following features – Ad Type; Ad Style; specified number of lines or mm depth; specified number of insertions in one or more Publication/s; the number/names of the Publications the Advertisement will appear in; a fixed cost for all defined Package components or a fixed price on a variable component e.g. \$x-xx/line. TBI may offer packages from time to time to an Advertiser.

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