

HANDYMAN ANZ AD SALES TERMS AND CONDITIONS

*Handyman Australia Pty Ltd.
Handyman New Zealand Pty Ltd.*

Definitions

1. **Advertiser** means any agency lodging copy on behalf of an advertiser or any advertiser who lodges copy directly to Handyman.
2. **Confirmation Notice** means written details of a booking regarding any Copy containing such information as is specified by Handyman from time to time.
3. **Copy** means advertising material, any promotional material or other material provided to Handyman including, without limitation, inserts, business reply cards, tip-ons, and samples.
4. **Copy Lodgement Requirements** means Copy Lodgement and production requirements specified from time to time by Handyman.
5. **Publishing Services** means provision of advertising space in a Handyman publication.

IMPORTANT

The following terms and conditions apply equally to both print and digital Copy unless specified otherwise herein:

1. Booking Process

1.1. The Advertiser may place an order with Handyman from time to time for the provision of Publishing Services by Handyman. A Confirmation Notice will be issued to the Advertiser with respect to each booking or series of booking.

1.2. The Advertiser may amend any booking by advising their Handyman Advertising Sales Representative by telephone before 5:00 P.M. on the second clear day following the receipt of a Confirmation Notice. Unless amended, the Confirmation Notice will then become binding on the Advertiser. This clause will not apply if booked after the booking deadline. Advertiser may not make any amendments following booking deadlines.

2. Cancellation Process

2.1. The Cancellation Deadlines for Print Advertising are as follows:
- Run-of-Book cannot be cancelled from 8 weeks prior to on sale date.
- Covers cannot be cancelled from 12 weeks prior to on sale date.

For Digital Ads – the Cancellation Deadlines are as follows:

- 14 days prior to the scheduled date of an EDM
- 7 days prior to the date scheduled for banner and run-of-site advertising.

2.2. The Advertiser may cancel all or part of a booking without penalty provided a written notice is given to Advertiser's Handyman sales representative prior to the relevant Cancellation Deadline. Bookings accepted by Handyman after the Cancellation Deadline may not be cancelled by the Advertiser.

2.3. If the Advertiser cancels all or part of a booking after the Cancellation Deadline, Handyman is entitled to payment for the booking.

2.4. If Handyman fails to issue a Confirmation Notice relating to any Booking but provides Publishing Services, these terms will bind the Advertiser as if a Confirmation Notice had been issued.

3. Rates and Payments

3.1. The applicable rate for any bookings will be the rate specified in the rate card as at the date for print or digital advertising, as the case may be, or other material specified in the Confirmation Notice. The Advertiser must pay the applicable rate to Handyman at the time of presentation of Handyman invoice or on such later date as may be specified by Handyman.

3.2. The production costs will also be payable by the Advertiser at Handyman standard rates, as determined from time to time, where production costs are incurred on behalf of the Advertiser.

3.3. If Handyman 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.

3.4. The Advertiser and the Agency are jointly and severally liable for the payment of all invoices.

3.5. Advertisers in Australia, New Zealand and South Africa shall be billed in their own local currency as follows:

- AUD for Australia
- NZD for New Zealand
- ZAR for South Africa

Advertisers in Hong Kong, Malaysia, Philippines, Singapore, and Taiwan will be billed in USD unless Advertiser requests to be billed in their own local currency as follows.

- HKD for Hong Kong
- RM (MYR) for Malaysia
- PHP for Philippines
- SGD for Singapore
- NTD for Taiwan

3.6. With respect to first-time Advertisers or Advertisers who have not complied with the terms of section 3.1 in the past, Handyman reserves the right to require advanced payment. New advertisers will also be subject to credit application.

4. Conditions relating to Publishing Services

4.1. Handyman may, at its discretion, refuse to accept any Copy or require modifications for publication and may at any time cancel or reschedule any bookings.

4.2. Handyman may, at its discretion, refuse Publishing Services to the Advertiser if the Advertiser is in breach of any of the terms between the Advertiser and Handyman.

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

4.4. Handyman makes no warranties in relation to proximity of publication of Copy relative to publication of copy relating to competing products or services.

4.5. If Handyman is unable to perform any obligation under these terms and conditions by reason of an event beyond of Handyman reasonable control, performance of that obligation is suspended.

5. Copy Lodgement

5.1. The Advertiser must lodge Copy in accordance with Handyman Copy Lodgement requirements. Specifically, as regards the artwork for EDMs or digital ads, Handyman reserves the right to refuse artwork before or 72 hours prior to the delivery deadline if the copy and/or artwork does not meet Handyman standards, acting reasonably (for example – copy should not mislead).

5.2. Copy Lodgement requirements for artwork submission:

- Print advertisements: on or before material deadline. If received later, Handyman have the rights to put the advertisement in the next following monthly issue of Handyman. Advertiser still has to pay regardless which monthly issue it goes into.

- EDM + e-newsletter: 2 weeks prior to blast date. If received later, Handyman reserves the right to amend the blast date, or refuse to run the blast – it being understood that Advertiser still has to pay regardless if the date changes or not.

- Banner advertising: 7 days prior to live date. If received later, the banner advertisement will go live based on the next availability of the advertisement space – it being understood that Advertiser still has to pay regardless of which advertisement space the banner goes into.

6. Representation trademarks and warranties

The Advertiser warrants to Handyman that Copy lodged with Handyman:

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

6.2. complies with any standard or requirement specified by Handyman and notified to the Advertiser from time to time;

6.3. does not infringe copyright, trademark or other legal rights of any person;

6.4. is not false or misleading and is true in substance and in fact.

6.5. does not contain anything which may give rise to any cause of action by a third party against Handyman, including without limitation, material which is defamatory or obscene or which otherwise causes injury or damage to any person.

7. Indemnity

7.1. The Advertiser agrees and indemnifies Handyman, 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 Handyman, its employees, agents and affiliates, and their employees and agents as a result of any breach by

Advertiser of these terms or any agreement between Advertiser and Handyman.

8. Liability

8.1. Handyman will not be liable under these conditions or otherwise in law and the Advertiser acknowledges that Handyman excludes liability under these conditions and in law for any indirect, special, economic or consequential loss or damage suffered or incurred by the 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 Handyman was aware or should have been aware of the possibility of such damage.

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

9. Governing Law

9.1. These terms and conditions and any agreement between the Advertiser and Handyman will be governed by the laws of the country in which the Advertiser placed its order(s).