



TERMS AND CONDITIONS

1. Definitions

- 1.1. I AGE GROUP PTY LTD ATF I AGE GROUP UNIT TRUST (ABN 28 304 507 004) trading as I AGE MEDIA (**I AGE MEDIA**) accepts the advertisements from you (**Customer**) for publication in print or digital form on the following terms and conditions (**Terms and Conditions**).
- 1.2. The expression "**Customer**" means the person named in the booking form (**Booking Form**) and, where applicable, its agent.
- 1.3. These Terms and Conditions will apply to:
 - 1.3.1. the print advertisement on I AGE MEDIA's newspaper (**Newspaper Advertisement**);
 - 1.3.2. the digital advertisement on I AGE MEDIA's WeChat subscription account TodayAdelaide; and
 - 1.1.1. if applicable, all other advertisement services provided by I AGE MEDIA to the Customer (**Other Advertisement**), collectively referred to as **Advertisement** or **Advertisements**.

2. Acceptance

- 2.1. By submitting the Booking Form for any Advertisement, the Customer is taken to have accepted and is immediately bound by these Terms and Conditions.
- 2.2. The Customer's variations or additions to these Terms and Conditions not expressly agreed to in writing by I AGE MEDIA are expressly rejected.
- 2.3. I AGE MEDIA may from time to time vary or update these Terms and Conditions by notice in writing to the Customer (which notice may be given via I AGE MEDIA's website).

3. Entire Agreement

- 3.1. I AGE MEDIA and the Customer agree and acknowledge that these Terms and Conditions, the Booking Form and the advertisement schedule attached to the Booking Form set out the entire agreement between the parties and supersedes all prior oral or written arrangements, undertakings, understandings and representations between the parties in relation to the Advertisements.

4. Change of Customer Information

- 4.1. If there is any change in the details of the Customer on the Booking Form, the Customer must notify I AGE MEDIA of such change immediately.

5. Deadlines, Specifications and Requirements

- 5.1. In submitting the Advertisements, the Customer must observe and comply with the technical specifications and requirements of I AGE MEDIA from time to time and the deadlines set out in the Booking Form.
- 5.2. The Customer acknowledges that I AGE MEDIA will not be liable for any loss arising out of or in relation to the Advertisements as a result of the Customer's delay or error in submitting material or information after the relevant deadlines or submitting material or information not in accordance with the relevant specifications or requirements imposed by I AGE MEDIA.
- 5.3. In the event the Customer submits material or information after the relevant deadlines or not in accordance with the relevant advertisement specifications or requirements, I AGE MEDIA may, in its absolute discretion, delay the publication of Advertisements, not publish the Advertisements or make contingent arrangements in publication as it thinks fit, and the Customer will be liable for all additional costs and expenses incurred by I AGE MEDIA.

6. Publication

- 6.1. Subject to these Terms and Conditions, I AGE MEDIA will use its reasonable endeavours to publish Advertisements submitted by the Customer in the format submitted by the Customer and in accordance with the Booking Form.
- 6.2. I AGE MEDIA will publish classified Advertisements

under the classification heading that it reasonably believes is most appropriate, unless otherwise agreed in writing by the parties.

- 6.3. The publication of an Advertisement by I AGE MEDIA does not mean that I AGE MEDIA accepts the Advertisement has been provided in accordance with these Terms and Conditions.

7. Proofs

- 7.1. I AGE MEDIA may, at the written request by the Customer, agree to provide draft Advertisement for approval by the Customer.
- 7.2. Where the Customer fails to confirm or approve a draft Advertisement by the relevant deadline, I AGE MEDIA may at its sole discretion choose to:
 - 7.2.1. postpone the agreed date of Advertisement until such draft Advertisement has been approved by the Customer; or
 - 7.2.2. treat the draft Advertisement as being approved by the Customer and publish the Advertisement on the agreed date of Advertisement, and the Customer is liable to pay the full cost of the Advertisement.
- 7.3. Where I AGE MEDIA fails to provide the draft Advertisement for approval by the Customer, and the Advertisement substantially conforms to the copy provided by the Customer, the Customer is liable to pay the full cost of the Advertisement. Drawings, colours and dimensions shown on a draft Advertisement are for illustration only. They are intended by I AGE MEDIA to be a general description for information and identification purposes.
- 7.4. For Newspaper Advertisement, the Customer acknowledges that:
 - 7.4.1. final print colours and clarity may differ from and vary with the print process and stock variations; and
 - 7.4.2. printing is undertaken by external printing company and the quality of the print is beyond the control of I AGE MEDIA.

8. Payment

- 8.1. The Customer must pay I AGE MEDIA for the Advertisements in the manner and in accordance with the rates set out in the Booking Form.
- 8.2. The Customer acknowledges and agrees that the advertising rates may be increased by I AGE MEDIA from time to time and such increase will not affect the existing booking(s) set out in the Booking Form, unless the Customer, with the consent of I AGE MEDIA, postpones the date of Advertisement to a date that the new rates will apply from, in which case I AGE MEDIA reserves the right to charge the Customer the new rates for the postponed Advertisement.
- 8.3. Payment may be made by cash, cheque, bank cheque, electronic funds transfer, direct debit, or by any other method acceptable to I AGE MEDIA.
- 8.4. If the Customer chooses to pay by direct debit, the Customer must:
 - 8.4.1. ensure its nominated account can accept direct debit;
 - 8.4.2. ensure that there are sufficient funds available in the nominated account to meet each direct debit;
 - 8.4.3. advise I AGE MEDIA if the nominated account is transferred, closed or if the details of the nominated account has changed;
 - 8.4.4. if payment is to be made by credit card, advise I AGE MEDIA of the new expiry date of the credit card prior to its expiry;
 - 8.4.5. give I AGE MEDIA not less than 7 days' written notice if it wishes to cancel the direct debit arrangement and arrange for an alternative payment method acceptable to I AGE MEDIA.
- 8.5. If the nominated day for direct debit falls on a weekend or public holiday, deductions will be made on the closest business day.
- 8.6. If for any reason the Customer's financial institution rejects a direct debit transaction made by I AGE MEDIA, I AGE MEDIA may:
 - 8.6.1. in its absolute discretion charge a dishonour fee of \$10; and

8.6.2. draw the overdue amount plus any other charges owing to I AGE MEDIA 7 days from the date the last payment was due; and
8.6.3. in its absolute discretion, stop deducting the payment from the Customer's nominated account and require the Customer to make an alternative payment method acceptable to I AGE MEDIA.

8.7. The Customer must pay the price and the GST thereupon without set-off, deduction, withholding or counterclaim.

9. Production Services

9.1. If the Customer requires any design, translation, production, programming, or other services (**Production Services**) from I AGE MEDIA, the Customer must pay I AGE MEDIA additional charges for such services, as notified in writing to the Customer by I AGE MEDIA prior to the commencement of such services.

9.2. I AGE MEDIA reserve its rights to charge the Customer for Production Services on a case by case basis.

10. Cancellation

10.1. The Customer must not cancel any Advertisement on the Booking Form once accepted by I AGE MEDIA.

10.2. Any cancellation by the Customer of any Advertisement will incur a cancellation fee of 100% of the charges that would be payable by the Customer as if the Advertisement had been published or completed.

11. Customer Undertakings and Warranties

The Customer undertakes and warrants to I AGE MEDIA that:

11.1. the information supplied in connection with the Advertisement is accurate, complete, true and not misleading;

11.2. for Online Advertisement, all information submitted for publication online will be free from viruses, adware, malware, bit torrents and the Advertisement will not affect the operation of I AGE MEDIA's website;

11.3. neither the Advertisement nor its publication will:
11.3.1. breach or infringe the Australian Consumer Law in the *Competition and Consumer Act 2010* (Cth), *Privacy Act 1988* (Cth), *Copyright Act 1968* (Cth), *Defamation Act 2005* (SA), *Fair Trading Act 1987* (SA) or equivalent legislation in any State or Territory of Australia;

11.3.2. breach advertising standards and any applicable codes of practice issued or endorsed by any advertising industry governing bodies or authorities, including but not limited to the Advertising Standards Bureau and the Advertising Federation of Australia;

11.3.3. infringe copyright, trade mark or other intellectual or property rights of any person;

11.3.4. contain material that is obscene, offensive, defamatory, or otherwise unsuitable for publication;

11.3.5. breach or infringe any laws relating to anti-discrimination, political publication, publication of court or tribunal materials, or any other State or Commonwealth legislation, rule or ordinance;

11.3.6. give rise to any claims against or liabilities of I AGE MEDIA, its directors, employees or agents; or

11.3.7. be prejudicial, detrimental or affect the image and reputation of I AGE MEDIA, its directors, employees or agents.

12. I AGE MEDIA's rights and discretions

12.1. I AGE MEDIA may in its absolute discretion:

12.1.1. without notice to the Customer alter or abbreviate any Advertisement or insert the word "Advertisement" above or below any Advertisement which in I AGE MEDIA's opinion resembles editorial matter;

12.1.2. at any time and without notice to the Customer cancel, reject or refuse to publish or continue publishing any Advertisement without providing any reason for such rejection or refusal at

any time prior to, or after, publication of the Advertisement, provided this right will not be unreasonably exercised;

12.1.3. re-publish an Advertisement published by I AGE MEDIA in any other form (for example I AGE MEDIA may publish Newspaper Advertisement online or on WeChat) without further notice or cost to the Customer unless the Customer advises I AGE MEDIA in writing that it does not wish to have the Advertisement published on I AGE MEDIA's website or Wechat.

13. Indemnity

13.1. By submitting or authorising submission of an Advertisement for publication, the Customer will indemnify and keep indemnified I AGE MEDIA, its directors, employees and agents against all claims, demands, proceedings, costs (including solicitors and own client costs), expenses, damages, judgments and any other liability whatsoever arising wholly or partially, directly or indirectly, from or in connection with the publication of the Advertisement, except to the extent caused by the fraudulent act of I AGE MEDIA. In particular and without limitation, the Customer will indemnify and keep indemnified I AGE MEDIA, its directors, employees and agents against any claims arising from a breach of these Conditions and Conditions by the Customer or allegations that the Advertisement contains material which constitutes:

13.1.1. defamation;

13.1.2. breach of advertising standards and any applicable codes of practice issued or endorsed by any advertising industry governing bodies or authorities including but not limited to the Advertising Standards Bureau and the Advertising Federation of Australia;

13.1.3. breach of trade practices/competition, privacy or fair trading legislations; or

13.1.4. violation of rights of privacy or confidential information.

14. No Guarantee or Warranties

14.1. I AGE MEDIA does not guarantee that the Customer's products or services featured in an Advertisement will be the only product or services of that type featured in the advertisements.

14.2. Online Advertisement will be published via I AGE MEDIA's website and/or WeChat. I AGE MEDIA makes no warranties of any kind, whether express or implied of the fitness of the electronic media platform used. I AGE MEDIA shall not be liable for any loss, damage, or expense incurred by the Customer or any third party in connection with the use of I AGE MEDIA's electronic media platform, including without limitation, for any technical malfunction, computer error or loss of data or other injury, damage or disruption of any kind other than as a result of I AGE MEDIA's gross negligence or fraud.

15. Failure To Pay

15.1. If any payment is not received by I AGE MEDIA on or before the date that such payment is due, or if the Customer commits an act of bankruptcy (in the case of an individual), or is unable to pay its debts as and when they fall due, enters into any arrangement with its creditors other than in the ordinary course of business, passes a resolution for administration, winding up or liquidation (other than for the purposes of re-organisation or reconstruction), has a receiver, manager, liquidator or administrator appointed to any of its property or assets or any petition is presented for its winding up (all in the case of a body corporate), I AGE MEDIA may:

15.1.1. if applicable, cancel any provision of credit to the Customer;

15.1.2. immediately and without notice, suspend or cancel all Advertisement orders of the Customer and terminate any agreement in relation to Advertisements not yet published;

15.1.3. require cash pre-payment for any further

Advertisement;

15.1.4. impose interest at the rate of 10% per annum on all sums that remain unpaid for fourteen (14) days until full payment is received;

15.1.5. recover from the Customer all costs incurred by I AGE MEDIA in the recovery of any amount owed by the Customer to I AGE MEDIA, including any legal costs on a full indemnity basis; and

15.1.6. exercise any other rights at law.

(**Advertisement Material**), the Customer must collect Advertisement Material submitted to I AGE MEDIA immediately after publication. I AGE MEDIA will endeavour to take reasonable care of Advertisement Material in its custody and control, but will not be responsible for any loss or damage to Advertisement Material even if caused by I AGE MEDIA, its employees, officers or agents.

16. Liability

- 16.1. Whilst reasonable efforts will be made by I AGE MEDIA in complying with the Customer's requests, I AGE MEDIA cannot guarantee the time, date and/or position of the Advertisement and such decisions will be at the sole discretion of I AGE MEDIA.
- 16.2. If a booked Advertisement is not published due to a mistake by I AGE MEDIA or contains a substantial error due to I AGE MEDIA, I AGE MEDIA will offer an alternative publication date(s).
- 16.3. For Newspaper Advertisement, the Customer acknowledges and agrees that the date of Advertisement (ie. the publishing date) may be different from the publication distribution date for reasons beyond the control of I AGE MEDIA, such as a delay in the delivery and/or distribution of the newspapers by a third party.
- 16.4. I AGE MEDIA accepts no responsibility for any interruption or delay the Customer experiences in delivering the Advertisement.
- 16.5. I AGE MEDIA will not be responsible for any additions to, changes in, deletion from, delays in publication or withdrawal of any Advertisements required by any authority having responsibility for the regulation of advertising in South Australia or Australia.
- 16.6. While every reasonable precaution will be taken to prevent damage or loss, in no circumstances will I AGE MEDIA, its employees, officers or agents be liable, whether in tort, contract or otherwise for any indirect loss, loss of profits, consequential loss or special or exemplary damage suffered by the Customer or any other person, even if such loss or damages are foreseeable and whether or not I AGE MEDIA had been advised of the possibility thereof.
- 16.7. The liability of I AGE MEDIA including its officers, employees and agents to the Customer, or any other person, for any and all loss or damage arising in relation to these Terms and Conditions and/or Advertisements (including from any errors or inaccuracies however caused, whether by negligence, printing, system, software or press failure, mistake, mis-classifications, early, late or non-insertion of Advertisements, or loss or delay in the delivery) will, at the election of I AGE MEDIA, be limited to republishing the Advertisement by I AGE MEDIA on a different date or the payment of an amount equal to the cost of the space of the relevant Advertisement, provided that if the Customer does not advise I AGE MEDIA of any error within five (5) business days of publication of the Advertisement, I AGE MEDIA will have no liability whatsoever.
- 16.8. I AGE MEDIA will not be liable to the Customer or any other person for any loss of whatever kind suffered in relation to the Advertisement, or an Advertisement not being available for publication or not published where such loss arises from any cause beyond its control. Any loss suffered as a result of any partial or total breakdown of I AGE MEDIA's operation or network, any technical malfunction, computer error or loss of data will be deemed to be an event beyond I AGE MEDIA's control. If such an event occurs, I AGE MEDIA will take responsibility to resurrect sites and links, and the Customer has the right to cancel the particular contract for the affected Advertisement at no penalty if such an occurrence results in the site being down for more than twenty-one (21) business days.

17. Return of Advertisement Material

- 17.1. If the Customer requests the return of any material submitted to I AGE MEDIA in relation to Advertisement

18. Intellectual Property

- 18.1. The Customer acknowledges that I AGE MEDIA owns the copyright in the Advertisement written or designed by it or on its behalf.
- 18.2. The Customer grants I AGE MEDIA the right to:
 - 18.2.1. use the Customer's names, trade marks and/or logos as I AGE MEDIA considers necessary for the purposes of publishing the Advertisement or identifying the identity of the Customer as its customer;
 - 18.2.2. reproduce the Advertisement in any media at any time from the date of Advertisement was last published for promotional purposes. The content, layout and format of any website or newspaper publication will be subject to variation at I AGE MEDIA's sole discretion.

19. Assignment and subcontracting

- 19.1. These Terms & Conditions cannot be assigned unless both the Customer and I AGE MEDIA agree in writing.
- 19.2. I AGE MEDIA may sub-contract its work or any part of it.

20. Governing Law

- 20.1. These Terms and Conditions are governed by, and construed in accordance with the law of South Australia. The parties irrevocably submit to the exclusive jurisdiction of the courts of South Australia and the South Australian division of the Federal Court of Australia, and the courts of appeal from them. No party may object to the jurisdiction of any of those courts on the ground that it is an inconvenient forum or that it does not have jurisdiction in connection with these Terms and Conditions.

21. Amendment

I AGE MEDIA may vary these Terms and Conditions at any time in its sole discretion, provided that:

- 21.1. such amended terms will not affect prior agreed Advertisement orders with a date of publication within one (1) month from the date of the variation; and
- 21.2. if the Customer does not agree with a variation, the Customer may cease placing orders with I AGE MEDIA.

22. General

- 22.1. A party may only waive a breach of these Terms and Conditions in writing signed by that party or its authorised representative.
- 22.2. A waiver is limited to the instance referred to in the writing (or if no instance is referred to in the writing, to past breaches).
- 22.3. Those parts of these Terms and Conditions which by their nature continue after termination, nevertheless survive any such termination.
- 22.4. If any of these Terms and Conditions is held to be invalid, unenforceable or illegal for any reason, the remaining Terms and Conditions will nevertheless continue in full force.