

TERMS AND CONDITIONS

This website is operated by Crux Publishing Limited (Crux). Please read the following terms and conditions before using or submitting content in any form or medium for publication on Crux.org.nz or any related Crux websites (the Site).

At Crux we place material for publication on behalf of the customer subject to these terms and conditions. These Terms apply to all advertising on our websites and other digital platforms unless we have agreed other terms in writing.

General

- 1.1 These terms and conditions apply to every booking made with Crux Publishing Limited (Publishers) by any means (including through use of an insertion order, booking form or over the phone) by customers (Advertisers) for the publication in or distribution of an Advertisement with, or on digital property of any Publishers.
- 1.2 Where an Advertiser is an agency, and places an Advertisement for publication under these terms and conditions, it agrees to these terms and conditions as principal and as Publisher for its client.
- 1.3 We may at our sole discretion vary these Terms and Conditions at any time provided that: (a) such amended terms will not affect prior agreed advertising orders; and (b) if you do not agree with a variation then you may cease placing orders with us.
- 1.4 By signing up for an advertising account or placing an advertisement with us, you agree to provide us with an email address to be used for service notification and other information about your advertising account. If you do not agree to provide us your email address, we may not be able to provide you with the products or services you requested, either to the same standard, or at all. In addition, from time to time, Crux may send you marketing communications unless you have notified us you do not wish to receive these messages

Payment Terms

- 2.1 The terms of payment are strictly seven (7) days following the date of approved Insertion Order and/or Invoice and will always be BEFORE PUBLICATION of such order. If the booking stretches over more than one month, there can be monthly payments made in advance of the coming month's publication, so that the publisher is always publishing for services fully paid for, unless there is written agreement to other payment terms.
- 2.2 The Advertiser must check all Insertion Orders and/or Invoices and advise the Publisher of any errors or omissions within seven (7) days of receipt. Failing advice from the Advertiser that there are errors or omissions, the Insertion Order and/or Invoice may be deemed accepted by the Publisher.
- 2.3 Should the Advertiser not pay for the goods or services supplied by the Publisher in accordance with the credit terms – if provided – and as agreed in writing by the Publisher and Advertiser, after issuing a written demand to the Advertiser demanding payment within fourteen (14) days, the Publisher will be entitled to charge an administration fee of ten (10) percent of the amount of the invoice payable.
- 2.4 Payment of the Publisher's invoices will be made by cash, bank cheque, or credit card (plus a surcharge of up to 3% of the invoice amount), by direct credit, or by any other method as agreed between the parties.
- 2.5 Advertiser and Agency shall be jointly and severally liable for payment of all invoices for advertising published in Publication.
- 2.6 Amounts invoiced are payable upon receipt of invoice. Interest shall be charged at a rate of 1% per month (12% per annum) on amounts outstanding for more than 30 days from the date of invoice.
- 2.7 Invoiced amounts are payable in New Zealand dollars, or equivalent funds at the rate of exchange prevailing at the time of payment.
- 2.8 The Advertiser must pay for its own legal, accounting and business costs and all costs incurred by the Publisher relating to any default by the Advertiser under this agreement.
- 2.9 The Advertiser will pay the Publisher's costs and disbursements incurred in pursuing any recovery action, or any other claim or remedy, against the Advertiser, including collection costs, debt recovery fees and legal costs on an indemnity basis.

Formation of Contract

- 3.1 Quotations shall remain valid for a period of thirty (30) days from the date of quotation, unless otherwise specified in writing. The Publisher, in its sole discretion, reserves the right to withdraw, vary or extend any quotation at any time prior to the formation of a contract in accordance with clause 3.2.
- 3.2 Quotations made by the Publisher will not be construed as an offer or obligation to supply in accordance with the quotation. The Publisher reserves the right to accept or reject, at its discretion, any offer to purchase received by it upon provision of written reasons to the Advertiser. Only written acceptance by the Publisher of the Advertiser's offer will complete a contract.
- 3.3 Placement of an order, either verbally or in writing, and/or payment or part payment of an order, will imply acceptance of the Publisher's offer and of these terms and conditions.
- 3.4 At the Publisher's sole discretion, a deposit may be required. The deposit amount or percentage of the price due will be stipulated at the time of the order of the goods and/or services and shall immediately become due and payable upon the formation of a contract in accordance with clause 3.2.

Material for Publication

- 4.1 In accepting any material including electronic material or data for publication (Material), and in publishing the Material we are doing so in consideration of and relying on your express warranty, the truth of which is essential that:
- (a) The Material does not contain anything:
- that is misleading or deceptive or likely to mislead or deceive or which otherwise breaches the Fair-Trading Act 1986.
 - that is defamatory or indecent or which otherwise offends against generally accepted community standards.
 - that infringes a copyright or trademark or otherwise infringes any intellectual or industrial property rights.
 - that breaches any right of privacy or confidentiality.
 - that breaches any provision of any statute, regulation, by-law or other rule or law; and
- (b) the Material complies in every way with the Advertising Code of Practice issued by the Advertising Standards Authority Inc. ("ASA") and with every other code or industry standing relating to advertising in New Zealand;
- (c) publication of the material will not give rise to any liability on our part or in a claim being made against us in New Zealand or elsewhere;
- (d) the Material does not include any cookie, tracking tag or other tracking device unless we have provided our prior written consent to such inclusion. To the extent we consent to you collecting information relating to our users ("User Information") you may only use such information for the advertiser's internal statistical purposes and solely in respect of the relevant advertising campaign.
- (e) For the avoidance of doubt, you must not disclose any User Information to any third party and must not use any User Information in connection with any advertising campaigns on any third-party properties or websites. If you are a representative of an advertiser, this does not prevent you from disclosing the User Information in summary format only to the advertiser, provided you procure that the advertiser only uses such information in accordance with these terms. We may immediately remove any advertisement without liability in the event of any breach. Any such termination will not affect your obligation to make payment.

General Publication

- 5.1 We may refuse to publish or withdraw Material from publication without having to give reason.
- 5.2 We may publish the Material at a time different from originally booked or where applicable in the next available issue if there is an error or delay in publication of the advertising as booked.
- 5.3 All creative that forms part of the Materials are subject to reasonable approval by our editorial and advertising staff. We may require that Material is corrected or amended to conform to style, or for other genuine reasons.

- 5.4 The positioning or placing of any Material on our website is at our discretion except where specifically agreed in writing.
- 5.5 You must tell us as soon as possible if there is an error or omission in any material you have placed or placed by us on your behalf. Crux reserves the right to charge additional amendment fees and additional processing fees.
- 5.6 Any bookings for placement of advertising material may be used only by you or your entity for advertising your usual business and may not be on-sold, transferred, or otherwise made available to any other person or entity without our prior written consent.
- 5.7 We have the right at any time to provide advertising data (including but not limited to your total advertising rate card spend) for publication by Nielsen Media Research as part of our membership of the IAB of New Zealand and to monitor ad spend of New Zealand.
- 5.8 We may provide guidelines to be followed where you include Internet addresses in advertising

Advertiser's Obligations

- 6.1 The Advertiser agrees to provide the Publisher with all necessary artwork in the format requested by the Publisher on or before the materials deadline provided by the Publisher.
- 6.2 If the artwork referred to in clause 4.1 is not received by the Publisher by the materials deadline:
- (a) the Publisher reserves the right to use the space(s) reserved by the Advertiser for other purposes; and
 - (b) the Advertiser will be liable to pay all contracted charges for the original advertisement upon publication of the issue.

Deadlines

- 7.1 Instruction and Material Deadline: We must receive all creative materials and information from you in accordance with our advertising material guidelines set out below:
- All Standard digital advertising is due no later than 3 working days prior to commencement of a campaign as set out in the insertion order.
 - Full payment of the coming month's publications must be made no later than 5 working days before the month of publication unless other terms agreed in writing.
- 7.2 Any late delivery of creative material resulting in the delay of a campaign is your responsibility. For invoicing purposes, the campaign will be deemed to have begun on the original start date specified in the insertion order.
- 7.3 We reserve the right to charge an additional processing fee of \$150+GST, where creative material is delivered late.

Cancellation

- 8.1 If you wish to cancel an advertisement or campaign you must communicate this in writing to us. A cancellation fee may be payable in respect of Standard Advertising Placements as follows:
- if a cancellation is made giving 14 or more days' notice, you will incur no penalty;
 - if a cancellation is made giving 7-13 working days' notice, you agree to pay 50% of the campaign cost;
 - If a cancellation is made giving 24 hours' notice or less, you agree to pay 100% of the campaign cost; and
 - If a cancellation is made on or after the campaign commencement date, you agree to pay 100% of the campaign cost.

Liability

- 9.1 We exclude all implied conditions and warranties from these terms except to the extent that they cannot be excluded by law. The guarantees contained in the Consumer Guarantees Act 1993 are excluded where you acquire or hold yourself out as acquiring goods or services for the purpose of a business.
- 9.2 We will not be liable for any loss including any loss of revenue or profit and any indirect or consequential loss arising from or in relation to any error or omission in publishing or failure to publish, and if we are found to have any liability for any circumstance that liability is limited to the cost of the space of the advertisement.
- 9.2 You acknowledge that you have not relied on any representation made by or on behalf of Crux in connection with the advertising

Creative Services

10.1 Where you utilise any aspect of our creative services in the design or production of an advertisement (including photographic or design work) you acknowledge that we own the copyright in such work and that such work is not work for which a commission payment has been made or agreed. You may not use any such advertisement in any other publication without our specific written consent.

Intellectual Property

11.1 The copyright in all content, designs, drawings (including sketches and dummies submitted on a speculative basis), specifications and data (collectively, Designs) prepared and compiled by the Publisher shall remain the Publisher's property and the Advertiser shall not have the right or license to use such Designs without the express written consent of the Publisher.

11.2 All Designs supplied by the Publisher shall remain the absolute property of the Publisher and no part of any such Designs are to be divulged to any third party without the prior written consent of the Publisher.

11.3 Where any Designs have been supplied by the Advertiser, the Advertiser warrants that the use of those Designs does not infringe the intellectual property rights of any third party. Further, the Advertiser agrees to indemnify the Publisher against any claim arising from the use of Designs supplied by the Advertiser where such Designs infringe or are alleged to infringe the intellectual property rights of any third party.

11.4 Unless otherwise agreed in writing between the parties, where the Advertiser uses the Publisher's Designs and/or images of goods supplied under this agreement in advertising or marketing material, the Advertiser warrants and covenants that it will acknowledge the Seller's as creator of the Designs and/or goods.

11.5 The Advertiser hereby authorises the Publisher to utilise images of goods supplied under this agreement in the Publisher's advertising, marketing, and/or competition material.

Miscellaneous

12.1 The Publisher is not liable for any loss caused to the Advertiser by reason of strikes, lockouts, fires, riots, war, embargoes, civil commotions, Publisher shortages, plant or mechanical breakdown, epidemics, acts of God or any other activity beyond the Publisher's control.

12.2 In relation to the supply of services, the Publisher's liability is limited to supplying the service again.

12.3 The Publisher is not liable for loss of profit, economic or financial loss, damages, consequential loss, loss of opportunity or benefit, loss of a right or any other indirect loss suffered by the Advertiser as a result of the goods and/or services supplied under this agreement.

12.4 Whilst every care is taken by the Publisher to carry out the Advertiser's instructions, the Advertiser understands and agrees that it is responsible for ensuring that it completes a final proof reading of the proofs provided by the Publisher if the Advertiser so requests. If the Advertiser does not request proofs in writing, then the Advertiser agrees that it has approved the artwork, services or other materials and will have no claims for any errors or omissions therewithin.

12.5 The Advertiser understands and agrees that the Publisher may license, assign or sub-contract all or any part of its rights and/or obligations under this agreement.

12.6 For the avoidance of doubt, the Advertiser understands and agrees that these terms will prevail over, and the Publisher will not be bound by, any conditions (express or implied) added or provided by the Advertiser, whether in an order or otherwise, unless otherwise agreed in writing by the Publisher

Effective: 1 March 2022