



THE TERMS THAT APPLY WHEN YOU ADVERTISE WITH ST KILDA TOURISM ASSOCIATION

1. WHEN DO THESE TERMS APPLY?

1.1 These terms will apply to you every time you request the placement of advertising or services in (and on any) publications, online or social media platforms owned and operated by St Kilda Tourism, now referred to as SKTA

1.2 “Publications” “Online” or “Social media” refers to any media published and managed by SKTA

1.3 These terms do not apply to services where SKTA acts as a third party reseller. If you request advertising or services where SKTA acts as a third party reseller, by accepting SKTA’s Order Approval, you accept the terms and conditions of that third party.

2. HOW DO I PLACE ADVERTISING

2.1 You can request advertising or services in any “Publications” “Online” or “Social media” owned by SKTA at any time directly with SKTA or agents approved by SKTA.

2.2 SKTA will, if it accepts your request, send you a Booking Order Approval, which will contain the specific terms that will apply to the publication, online or social media platform of your advertising to which you must reply with your acceptance.

3. WHAT RIGHTS DOES SKTA HAVE?

3.1 SKTA can reject advertising at any time for any reason. SKTA can withdraw advertising or withdraw “Publications” “Online” or “Social media” advertising from the public at any time and for any reason. SKTA is not liable to you if it does reject your advertising or withdraw your advertising

3.2 Advertising material must be supplied as per agreed deadline at time of booking. All advertising material is subject to editorial approval to ensure the material complies with “body Image” and sexualisation guidelines. This deadline allows advertisers time to amend the material if it does not comply with industry standards.

3.3 SKTA will try to place your advertising in the position that you request, but it cannot always do so. SKTA is not liable to you if your advertising does not appear in the place that you request.

3.4 SKTA takes all reasonable endeavours to run bonus space on its website as agreed, however it reserves the right to move bonus space into future periods if deemed necessary.

3.5 If your advertising is editorial in style, SKTA can add the word “advertising” above or below the advertising.

4. SPECIFICATIONS AND DEADLINES

4.1 You must deliver the materials / art required to produce your advertising (“Materials”) to SKTA by the date SKTA specifies. If you do not, SKTA may not be able to publish your advertising and SKTA is not liable to you for this. You will still be liable for the price quoted in the Booking Order Approval.

4.2 The Material must be in the form that SKTA requires for the publication, online or social media platform, in which the advertising is to be published. If you do not deliver the Material in the required form, SKTA can engage a third party to convert the Material to SKTA’s requirements. You must, within 14 days, pay SKTA for the costs of the conversion, plus a handling fee of 25%.



4.3 You may request for the return of your material from SKTA prior to the publication, online or social media material deadline. You must pay the expenses incurred by SKTA along with your fee.

4.4 SKTA can change the on sale date of publication, online or social media at any time without notice.

5. PAYING FOR ADVERTISING

5.1 The Booking Confirmation will contain the amount you have to pay for the advertising (Fee). The Fee does not include GST. SKTA will provide you with an invoice stating the Fee and the GST payable.

5.2 You must pay the Fee within the terms set by SKTA. You cannot alter the Fee, even if you feel that the advertising was not placed or published in the manner that you expected.

5.3 If you dispute the Fee, this claim must be made within 30 days of the invoice date to SKTA otherwise you must pay the Fee and GST payable as invoiced.

6. AGENCY REBATE

6.1 If you are an advertising agent, SKTA may agree that you will get a rebate on the Fee, but the rebate will only apply if you pay the Fee (less the rebate, plus the GST payable) before the invoice due date. If you don't pay the Fee (less the rebate) by that date, you cannot claim the rebate – you must pay the Fee and the GST payable.

7. HOW CAN I CANCEL ADVERTISING

7.1 With the exception of advertising in SKTA's online and social media platforms, if you cancel advertising up to 8 weeks before the scheduled date of publication of the guide, brochure, map (Cancellation Deadline), you will not have to pay the Fee.

7.2 You cannot cancel an advertising request to any of SKTA's online sites. You may request to run your advertising within 12 months of the original scheduled advertising request if agreed by SKTA.

7.3 If you cancel after the Cancellation Deadline, you have to pay the Fee. This applies even if you booked the advertising after the Cancellation Deadline.

8. WARRANTIES FROM YOU

8.1 You warrant to SKTA that your advertising or services:

- a) Is true and accurate in all respects;
- b) Does not infringe any rights of any person (such as copyright and trademark rights);
- c) Does not use the name and image of any person without their consent;
- d) Is not obscene, indecent or defamatory; and
- e) does not contravene any federal, state or territory statute, regulation or other law including the Competition and Consumer Act (CTH).

8.2 You indemnify SKTA for all costs (including legal costs on a solicitor client basis), expenses, claims, demands, damages and losses of any kind arising from or attributable to the publication of the advertising or otherwise arising from a breach by you of these terms.

8.3 To the extent permitted by law, all conditions and warranties implied by law or otherwise not expressly set out in these terms and conditions are excluded.

9. LIMITATION OF LIABILITY

9.1 To the extent permitted by law, under these terms or otherwise in connection with your advertising, and the publication of that advertising by SKTA:

- a) SKTA excludes liability for all indirect, consequential or special losses or damages including loss or profits howsoever arising; and
- b) The total liability of SKTA howsoever arising is limited to the supply of the relevant advertising again or the payment of the cost of having those services supplied again, whichever SKTA determines in its absolute discretion.

9.2 SKTA will not be liable to you or any other person for any loss of whatever kind suffered as a result of an advertisement not being available for publication or not being published where such event arises from any cause beyond Pacific's reasonable control.

10. LIABILITY OF AGENTS

10.1 If you carry on business as an advertising, agent you acknowledge that you contract with SKTA in your own right. You are principally liable under any contract entered into with SKTA.

11. GENERAL

11.1 These terms are governed by the laws in force in Victoria, Australia.

11.2 You may not assign or otherwise transfer any of your rights or obligations under these terms to any other person without SKTA's consent. SKTA may assign or otherwise transfer any of its rights or obligations under these terms without your consent.

11.3 If SKTA fails to enforce, or delays in enforcing, any of these terms, this will not operate as a waiver and will not affect SKTA's right to later require strict compliance with these terms.

11.4 The terms of the Booking Confirmation and this agreement record the entire agreement between you and SKTA relating to the matters dealt with in this agreement and supersede all previous arrangements, understandings or representations, whether written, oral or both, relating to these matters.

11.5 The information in this Proposal and all matters connected with and relating to the Proposal is to be treated as Confidential Information. The Recipient/Client agrees to maintain the confidence of the Confidential Information; prevent the unauthorized use or dissemination of the Confidential Information; and return to SKTA or, if necessary, erase all Confidential Information immediately on being asked by SKTA to do so.

12. FOR CONTRA ADVERTISING ONLY

12.1 If you agree with SKTA that you will supply goods or services ("Prize") as non-monetary consideration for advertising space, you must provide a valid tax invoice to the same value of the Fee and the GST payable.

12.2 You and SKTA agree that neither will pay money to each other, on the basis that the GST inclusive value of the Space is to equal the GST inclusive value of the Prize. The parties must simultaneously give each other tax invoices for each supply of the same value. You will accept recipient-created tax invoices issued to you by SKTA if you have not sent a tax invoice to SKTA within 28 days of the draw date of the applicable competition, or the on-sale date of the relevant advertising platform, whichever is earlier.

12.3 If the product or service you supply is not GST applicable, you may be liable to pay the GST to SKTA.

12.4 Without limiting warranties and other terms implied into any contra agreements by law, you warrant to SKTA that all Prizes will be fit for their purpose, of merchantable quality and supplied in full compliance with all representations made in applicable advertising materials.



13. FOR ONLINE ADVERTISING ONLY

13.1 SKTA makes no guarantees with your advertising, the usage statistics, user clicks or level of impressions for SKTA's online platforms

13.2 You accept that the statistics provided by SKTA are the official, definitive measurements of SKTA's online platforms.

14. FOR ADDED VALUE ADVERTISING ONLY

14.1 SKTA may offer you Added Value Advertising in its publication, online or social media platforms during a specified campaign period. Added Value Advertising will be scheduled to appear on an agreed date(s), however, SKTA reserves the right to change the date(s) in its absolute discretion without notice to you so long as the Added Value Advertising appears during the specified marketing, campaign or promotional period. SKTA is not liable to you if your Added Value Advertising appears on a different date within the specified marketing, campaign or promotional period.