

Junkee Media – Advertising Terms & Conditions

1. Acceptance of advertising programs subject to space availability upon receipt of signed contract or insertion order by Online Publisher.
2. Artwork Delivery:
 - All creative must be delivered at least Five (5) business days prior to the start of an insertion term.
 - All advertising requires a signed insertion order.
 - If creative is being trafficked using 3rd party redirects or ad tags, all ad tags must be accompanied by the intended creative(s) for testing by Online Publisher.
3. Except otherwise expressly agreed, positioning and timing of advertising is at the sole discretion of the Online Publisher. Material must be received by material closing date (see point 2), otherwise position may be lost, or requested impression level may be reduced or changed due to the delay of artwork. All contents of advertisements are subject to Online Publisher approval. Online Publisher reserves the right to reject or cancel any advertisement, insertion order and reservation or position commitment at any time. Advertiser acknowledges and agrees that Online Publisher does not intend to, and will not be required to, edit or review any ad creative supplied that is not within specification requirements.
4. Online Publisher reserves the right to use prior ad material if new material is not received on time.
5. Online advertisements are accepted upon the representation that advertiser and its agency have the right to publish and display the advertisements and its contents. In consideration of such online publication and display, advertiser and its agency agree to indemnify and hold Online Publisher harmless against any expense or loss by reason of any claims arising out of online publication and display.
6. Payment Terms:
 - All campaigns will be invoiced on the start date of the campaign, unless otherwise agreed by both the advertising and the online publisher.
 - Advertisers without a credit history with the online publisher may be subject to upfront payment and or a credit reference check.
 - Campaigns will not commence unless the advertiser agrees to the online publishers payment terms. A signed insertion order is a confirmation of agreed payment terms.
7. Cancellation Policy:
 - Cancellations or changes to insertion orders must be made in writing.

- Any campaign can be cancelled with no penalty up to four weeks before scheduled start date of the campaign.
 - Campaigns cancelled between 2 and 4 weeks before the scheduled start date are subject to a 50% fee based on the original amount of the cancelled order.
 - Campaigns cancelled less than two weeks before the scheduled start date of the campaign are subject to a 100% cancellation fee based on the original amount of the cancelled order.
 - The Online Publisher will not accept any cancellation for development or design projects that has an approved insertion order signed by the advertiser.
8. Online publisher shall have the right to hold advertiser and/or its advertising agency jointly and severally liable for such monies as are due and payable to Online Publisher for advertising which advertiser or its agency ordered and which advertising was published and displayed.
 9. Online publisher shall not be liable for any cost or damages if for any reason it fails to electronically publish and display an advertisement. In no event shall the Online Publisher be liable for any damages, consequential or otherwise, in excess of the amount paid for the advertisement, as a result of any mistake in the advertisement omission from or error in any index, or for any other reason.
 10. No conditions other than those set forth in the rate card shall be binding on the Online Publisher unless specifically agreed to in writing by Online Publisher. Online Publisher will not be bound by conditions printed or appearing on order blanks or copy instructions which conflict with the provisions of the rate card.
 11. Online Publisher is not liable for delays in delivery and/or non-delivery in the event of an Act-of-God, action by any government or quasi-government entity, fire, flood, insurrection, riot, explosion, embargo, strikes, whether legal or illegal, labour or material shortages, transportation interruption of any kind, work slowdown or any condition beyond the control of electronic publisher affecting production or delivery in any manner.
 12. As used in this document, The term "online publisher" refers to Junkee Media websites and websites represented by Junkee Media.
 13. Rates are subject to change upon notice from the publisher.
 14. All rates quoted are GST exclusive

CONTRACTUAL INFORMATION

Creative changes during the insertion term must be delivered at least Three (3) working days prior to change and may take 2-3 working day to go live..

These Standard Terms, together with the Insertion Order, (a) shall be governed by and construed in accordance with, the laws of the State of New South Wales (and each party submits to the non-exclusive jurisdiction of the courts of New South Wales); (b) may be amended only by a written agreement executed by an authorized representative of each party; and (c) constitute the complete and entire expression of the agreement between the parties, and shall supersede any and all other agreements, whether written or oral, between the parties.