

Advertising terms and conditions – last updated 8 January 2025

1. General

- 1.1. These terms and conditions apply to every booking made with King Publications Pty Limited or any of the Publishers listed in clause 20 ("Publishers") by any means (including through use of an insertion order, booking form or over the phone) by an Advertiser for the publication in or distribution of an Advertisement with, on or in a print or digital property of any Publisher. Publishers may use as an agent the services supplied by any other entity under the brand King Publications.
- 1.2. Each reference in these terms and conditions to Publisher is a reference to the relevant Publisher and, where there is more than one relevant Publisher, to each of them severally.
- 1.3. Where a Publisher acts as an agent in selling advertising inventory for an entity which is not listed in clause 20, these terms will apply in addition to the terms imposed by the relevant publishing entity.
- 1.4. 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 agent for its client.
- 1.5. Publisher has the right to amend these conditions at any time. Publisher will provide reasonably advance notice of any material changes to these conditions. Notification of amendment shall be deemed to have been given to all Advertisers immediately upon publication of the amended conditions or other written notice, which shall apply to all advertising booked after the date of that publication (except where there is an express written agreement between the Publisher and Advertiser that those amendments will not apply to advertisements). Where an Advertiser has entered into an Advertising Expenditure Agreement and that Advertising Expenditure Agreement is a Small Business Contract under the Australian Consumer Law (ACL), the Advertiser will be entitled to terminate the Advertising Expenditure Agreement within 30 days of the publication of the amended conditions, if the amended conditions cause the Advertiser to suffer detriment. For the avoidance of doubt, this clause 1.5 does not apply to variations to advertising rates, casual rates, or percentage discounts, which are governed by clauses 10.2, 10.4, 10.5, 11.2 and 11.5.
- 1.6. Every Advertisement must comply with and is subject to these terms and conditions as well as other relevant terms (as available at www.hkpost.com.au), space or insertion orders (or other written agreements between the parties including any Advertising Expenditure Agreements), additional relevant terms as published or notified by the relevant Publisher (including as to creative requirements and technical specifications) and any relevant laws, regulations, or codes of conduct. To the extent of any



"Bringing the community together..."

inconsistency between the various relevant terms, the following order of priority will be applied:

- i) these terms,
- ii) any terms or conditions separately agreed in writing including any Advertising Expenditure Agreements
- iii) any terms or conditions published or notified by a relevant Publisher (including as to creative requirements and technical specifications) to eradicate any inconsistency.

2. Process

- 2.1. Each publication and the Publisher have different process requirements for placing or booking of advertisements. There is no binding agreement for the publication of an Advertisement however until the relevant processes for the Publisher have been completed by the Advertiser.
- 2.2. Bookings which are in any way conditional will not be accepted.
- 2.3. Advertiser authorises Publisher to dispose of any materials supplied to Publisher relating to an advertisement (including illustrations, copy, photographs, artwork, and press-ready PDF digital files) following publication of an advertisement. Publisher is not required to retain or return to Advertiser any such materials.

3. Publisher rights and discretions

- 3.1. Every Advertisement submitted for publication is subject to Publisher's approval. Publisher may at its discretion at any time:
 - i) refuse to publish or distribute any advertisement (in which case, no charge to Advertiser will be incurred);
 - ii) cancel a campaign (in which case, no charge to Advertiser will be incurred for the unpublished portion of the campaign); or
 - iii) head an advertisement 'Advertisement'.
- 3.2. Publisher owes no duty to Advertiser to review, approve or amend any Advertisement and no review, approval or amendment by Publisher will affect Advertiser's responsibility for the content of the Advertisement.
- 3.3. Publisher may, but is not obliged to, under pressure of deadline, amend any Advertisement in any terms whatsoever, acting reasonably if Publisher perceives it to be:



"Bringing the community together..."

- i) in breach of any law of Australia or of any state (whether civil or criminal),
- ii) in breach of any pre-existing publishing agreement entered by Publisher,
- iii) defamatory,
- iv) in contempt of court or parliament,
- v) otherwise, likely to attract legal proceedings of any kind,
- vi) offensive.

3.4. Should Publisher so amend the Advertisement, it will provide reasonable notice to the Advertiser where practically possible and the agreed price may change, if the price changes or notice is given to the Advertiser of the change to be made, then the Advertiser can then choose to cancel the advertisement and get a refund if they choose to do so.

3.5. Publisher has the right, and the right to permit other persons, to republish any Advertisement in any print, electronic or digital form for any purpose using any media and in any part of the world.

3.6. Publisher may appoint any of its related bodies corporate as its agent for the purposes of invoicing and collecting payments under and in relation to this Agreement.

4. Positioning, Placement, and other Advertiser requests

4.1. The positioning and placement of an Advertisement is at the discretion of Publisher except where expressly agreed in writing by Publisher. Publisher will attempt to position Advertisements, in accordance with the Advertiser's request if the Advertiser has agreed to pay any relevant preferred position loading charges. If Publisher fails to publish the Advertisement in accordance with Advertiser's requests, then subject to clause 14.1 and the ACL, Publisher's liability will be limited to refunding the relevant position loadings paid.

4.2. Where colour loading charges are separately levied by Publisher and paid by Advertiser, Publisher will attempt to publish Advertisements in colour, in accordance with the Advertiser's request. If Publisher fails to publish the Advertisement in colour in accordance with Advertiser's requests, then subject to clause 14.1 and the ACL, Publisher's liability will be limited to refunding the relevant colour loadings paid.

4.3. If an Advertisement is to be published in a digital publication, Publisher may vary the placement and/or format of Advertisements across the relevant



"Bringing the community together..."

digital media subject to any expressly agreed in writing specific placement. Publisher will, where practical to do so, endeavour to notify Advertiser of such changes. Advertising space in a digital publication may be filled on rotation with various Advertisements from various Advertisers.

4.4. Subject to clause 13.1, if any Advertisement is specifically accepted for publication in a specific advertising category (including classified category or section) of a publication then, without prior consultation with Advertiser, Publisher may:

- i) position the Advertisement anywhere within the category at its discretion, unless a specific placement has been agreed in writing,
- ii) reposition that category within the publication,
- iii) alter the date of publication of that category.

Case (i)-(iii) will not mitigate Advertiser's liability to pay.

In case of (ii)-(iii), if Advertiser did not agree to the altered date or position prior to publication, then if within 30 days of publication of the Advertisement Advertiser notifies Publisher in writing that Advertiser has suffered adverse effects which were directly caused by the altered date or position of the publication and Advertiser provides to Publisher clear evidence of those adverse effects, the Advertiser will incur no charge for that particular Advertisement.

4.5. Subject to clause 13.1, if an Advertisement is specifically accepted for publication in a particular advertising supplement of a publication, then, Publisher may:

- i) position the Advertisement anywhere within the supplement at its discretion, unless a specific placement has been agreed in writing,
- ii) alter the date for publication of that supplement,
- iii) cancel the supplement.

Case (i) and (ii) will not mitigate Advertiser's liability to pay unless Advertiser did not agree to the altered date prior to publication and within 30 days of publication of the Advertisement Advertiser notifies Publisher in writing that Advertiser has suffered adverse effects which were directly caused by the altered date of the publication and Advertiser provides to Publisher clear evidence of those adverse effects, in which case the Advertiser will incur no charge for that particular advertisement.

5. Deadlines & Specifications

- 5.1. Publisher imposes various deadlines (including for the provision to the Publisher of bookings for Advertisements and material for Advertisements, changes, or variations to Advertisements) and specifications (including for size). All deadlines and specifications must be met by Advertiser. Publisher is under no obligation in relation to material or information received after relevant deadlines or not in accordance with the relevant specifications.
- 5.2. It is the Advertiser's responsibility to ascertain the relevant deadlines and specifications for the relevant publications for each publication or insertion date as deadlines and specifications may be changed at any time by Publisher. All deadlines and specifications are available at www.hkpost.com.au.
- 5.3. Publisher accepts no responsibility for any error when instructions or copy have or has been provided over the telephone unless Publisher receives written confirmation of the instructions or copy before the deadline.
- 5.4. It is the responsibility of the Advertiser to notify Publisher of any error immediately after it appears. Unless so notified, Publisher accepts no responsibility for any recurring error, unless the loss is due to the Publisher's negligence, fraud or wilful misconduct.
- 5.5. Cancellations by the Advertiser must be made, in writing, prior to deadlines. Failure to do so will relieve the Publisher of any obligation to comply with the cancellation request and, if Publisher proceeds with the publication of the relevant Advertisement, then Publisher will be entitled to charge the Advertiser accordingly.

6. Advertisements produced by Publisher

- 6.1. Publisher owns and retains all copyright and other intellectual property rights in relation to any Advertisements produced by Publisher or any materials provided by Publisher for use in an Advertisement. Advertiser obtains no rights in relation to those advertisements produced by any Publisher or in relation to content from any Publisher. This clause does not in any way derogate from Advertiser's obligations or liabilities in relation to such Advertisements.

7. Proofs

- 7.1. Publisher may agree to provide proofs but only where so requested by Advertiser prior to relevant deadlines.
- 7.2. Colour and size show on any proof is an indication only. Final print colours and size may vary with the print process and stock variations.

7.3. Where Publisher fails to provide a requested proof in accordance with clause 7.1, and the published advertisement substantially conforms to the copy provided by the Advertiser, then Advertiser is liable to pay the full cost of the Advertisement.

8. Inserts

8.1. Publisher does not distribute inserts.

9. Sampling

9.1. Publisher does not distribute samples.

10. Advertising Expenditure Agreements

10.1. Maximum period of any Advertising Expenditure Agreement is one year (except in exceptional circumstances). In the absence of any valid Advertising Expenditure Agreement, including if an Advertising Expenditure Agreement has expired, casual rates will be charged by Publisher.

10.2. Publisher reserves the right to cancel or suspend any Advertising Expenditure Agreement where:

- i) Advertiser is in material breach of the Advertising Expenditure Agreement, these terms or any another agreement with Publisher or King Publications Pty Limited; or
- ii) Publisher or King Publications Pty Limited considers Advertiser becomes a credit risk; or
- iii) Advertiser's advertisements pose a reputational risk or other unacceptable risk for Publisher or King Publications Pty Limited; or
- iv) Publisher is no longer able to deliver the advertising services the subject of the Advertising Expenditure Agreement, including where it is no longer the Publisher; or
- v) any other clause of these terms or any other agreement with Publisher or King Publications Pty Limited enables the Publisher or King Publications Pty Limited to terminate or suspend an Advertising Expenditure Agreement. Subject to clauses 10.4, 10.5 and 11.5:
 - (a) the percentage discounts quoted in a Discount Protected Advertising Expenditure Agreement are not subject to any increase or decrease during the period of the Discount Protected Advertising Expenditure Agreement. However, the advertising

rates (whether quoted or not) are subject to any increase or decrease notified by Publisher effective from the time nominated by Publisher, which may occur during the period of the Discount Protected Advertising Expenditure Agreement, and such varied rates will apply to all advertising booked from that nominated date (unless otherwise expressly agreed by the parties in writing);

- (b) the advertising rates applicable to a Rate Protected Advertising Expenditure Agreement at the time the agreement is entered into (whether quoted or not) are not subject to any increase or decrease during the period of the Rate Protected Advertising Expenditure Agreement.

10.3. Failure to receive or rejection on reasonable grounds of an advertisement by Publisher does not affect the obligations of Advertiser in relation to Advertiser's agreed minimum spend commitment through the term of an Advertising Expenditure Agreement under that Advertising Expenditure Agreement. Where an advertisement is rejected other than on reasonable grounds or is omitted by Publisher, Publisher will at Advertiser's election publish the advertisement again or reduce Advertiser's obligations in relation to their agreed minimum spend commitment accordingly.

10.4. If at any time Advertiser is not incurring advertising expenditure in the proportion that the part of the Advertising Expenditure Agreement up to that time bears to the entire Advertising Expenditure Agreement, Publisher reserves the right to either:

- i) adjust the percentage discount for a Discount Protected Advertising Expenditure Agreement or the advertising rates for a Rate Protected Advertising Expenditure Agreement (as applicable) to the level which would normally be allowed by Publisher to a customer incurring advertising expenditure at that rate; or
- ii) terminate that Advertising Expenditure Agreement.

10.5. At the expiry of an Advertising Expenditure Agreement, Publisher will determine Advertiser's actual advertising expenditure during the period of the Advertising Expenditure Agreement and:

- i) if the actual advertising expenditure is less than the Advertiser's agreed minimum spend commitment as stipulated within the Advertising Expenditure Agreement a surcharge may be payable by Advertiser to Publisher to reflect the percentage discount (in respect of a Discount Protected Advertising Expenditure Agreement) or the advertising rates (in respect of a Rate Protected Advertising Expenditure Agreement) which would have been provided by Publisher to an advertising customer incurring that level of advertising expenditure; and/or

- ii) where a surcharge is applicable, the percentage discount or advertising rates (as applicable) will be adjusted to the level which will be normally allowed by Publisher to an Advertiser incurring advertising expenditure at that level.

11. Rates, invoices and GST

- 11.1. Advertisers agree to pay accounts rendered by the Publisher in accordance with its standard payment terms. Accounts will be rendered by Publisher on the basis of the casual rate applicable at the date of publication of the advertisement (regardless of the rates which were applicable when any advertising expenditure agreement was entered into), less any percentage discount agreed in writing between the parties.
- 11.2. Casual rates are as quoted by the relevant publication or sales representative and may be varied by Publisher at any time, effective from the time nominated by Publisher and such varied casual rates will apply to all advertising booked from that nominated date including in relation to then current Discount Protected Advertising Expenditure Agreements but not any current Rate Protected Advertising Expenditure Agreements (unless otherwise expressly agreed by the parties in writing).
- 11.3. Advertising expenditure will be calculated inclusive of loading values but exclusive of production charges.
- 11.4. If Publisher has quoted a rate to publish advertising for a client and that rate is different from that included in any published material or sales collateral, that quoted rate only applies to that specific client for that specific purpose where the advertising is booked directly with Publisher and without the involvement of any advertising, media buying or other agency (unless otherwise specifically agreed in writing by the Publisher).
- 11.5. Where the Publisher changes the basis on which advertising is charged by Publisher during the term of any Advertising Expenditure Agreement (and such change was not contemplated in the Advertising Expenditure Agreement) or between the booking and placement of any Advertisement and, in either case, that change will impact the Advertising Expenditure Agreement or booking, Publisher will provide Advertiser impacted by such change with at least 28 days' notice prior to the change taking effect. Advertiser will be entitled to terminate the Advertising Expenditure Agreement or bookings affected (prior to the cancellation deadline for such affected bookings) within 14 days of such notice from Publisher. For the sake of clarification, this clause 11.5 does not apply where the Advertising Expenditure Agreement refers to a discount percentage on the purchase of advertising services rather than a specified price to be paid for advertising services.



"Bringing the community together..."

- 11.6. Any dispute the Advertiser has with an invoice must be raised with Publisher no later than 45 days after the invoice date. After that time, Advertisers will be deemed to have accepted that the full amount set out in the issued invoice is due and payable by Advertiser.
- 11.7. All rates and charges are expressed by the Publisher are GST exclusive (except where otherwise made clear). Publisher will issue a valid tax invoice in relation to any supply of advertising or related services under these terms which are subject to GST.
- 11.8. Advertiser agrees to pay any GST liability arising in relation to the provision by Publisher of advertising services under these terms.
- 11.9. The GST component does not count towards overall advertising expenditure agreements or rate card discount levels.
- 11.10. Surcharges or rebates on advertising which is subject to GST will have the GST component recalculated. Calculations made by Publisher of any surcharge or rebate will be deemed to be conclusive and binding on Advertiser unless a manifest error is brought to the attention of Publisher by Advertiser within 14 days of notification to Advertiser. Surcharges or rebates only apply to Advertising Expenditure Agreements signed by both parties.

12. Commercial Credit

- 12.1. All advertising agencies are required to complete the King Publications Pty Limited Commercial Credit Application for Accreditation of an Advertising Agency and are then subject to the related assessment and processes.
- 12.2. If accreditation is not available to an Advertiser (including under clause 10.1), then the King Publications Pty Limited Commercial credit facilities may be available.
- 12.3. The availability of any credit facilities is subject to Publisher's approval and conditional on lodgement of a written application. Any credit provided will be on specific terms made available as part of the application process. Where no credit application has been approved, upfront payment may be required for all advertising.
 - 12.3.1. Where an Advertiser fails to pay an account by the due date or fails to comply with any relevant terms and conditions and does not rectify that within a reasonable period, any Publisher may, at their reasonable discretion cancel or suspend any booked advertising or refuse to accept any further advertising of the Advertiser.
 - 12.3.2. Unless otherwise agreed by King Publications Pty Limited, if the Applicant does not pay any amount set out in a tax invoice or

adjustment note (as relevant) on the due date for payment, the Applicant agrees to pay interest on that amount at the Overdue Rate (defined below). The interest accrues daily from (and including) the due date to the date of actual payment and is calculated on actual days elapsed and a year of 365 days. The Applicant must pay interest under this clause 12.3.2 on demand by the King Publications Pty Limited.

For the purposes of this clause 12.3.2:

- i) "Overdue Rate" means the A\$ Official Cash Rate plus 4% per annum; and
- ii) "A\$ Official Cash Rate" means, for any day, the rate expressed as the official RBA cash rate (or any equivalent, replacement or successor rate determined by a News Company in good faith) at or about 10.30am and if that rate is less than zero, the A\$ Official Cash Rate shall be deemed to be zero.
- iii) In the case of the transfer of an advertising account from one accredited advertising agent to another accredited advertising agent during the currency of an advertising or online listing order, both advertising agents shall immediately inform the relevant Publisher in writing. Accounts will only be transferred or accessed by agencies when Publisher is satisfied that the client in question has provided its express written permission.

13. Limitation of liability

13.1. Nothing in these terms and conditions excludes or varies any rights or remedies under the ACL in the Competition and Consumer Act (2010) which cannot be excluded, restricted or modified. However, Publisher excludes all rights, remedies, guarantees, conditions and warranties in respect of goods or services from an Advertiser's use of or acquisition of or in relation to the ordering or booking of any advertising services (including under an Advertising Expenditure Agreement) from the Publisher whether based in statute, common law or otherwise to the extent permitted by law. To the fullest extent possible and subject to News' liabilities and obligations under the ACL, the remaining provisions of this clause 14 shall apply.

13.2. Subject to clause 13.1, Publisher makes no representation or warranty of any kind and in particular makes no representation or warranty:

- i) in relation to the continued production of any publication, in print or digital form;
- ii) in relation to the final placement, positioning or date of publication or distribution of an advertisement;

- iii) that there will be one and only one copy of each insert or sample distributed in each relevant publication;
- iv) that distribution of a publication will occur on a specific date, by a specific time, to a specific number of consumers or readers or within a specific geographic area;
- v) in relation to the number of visitors to its websites or the number of impressions at any site; or
- vi) exclusivity.

13.3. Subject to clause 13.1, the Advertiser acknowledges that distribution of a relevant publication may be suspended or ceased at any time for any reason.

13.4. Subject to clause 13.1 and clause 13.5, Publisher is not liable to Advertiser for any Loss of any nature (with the exception of any Losses that arise from the Publisher's gross negligence, fraud or wilful misconduct) including where arising from the failure of Publisher to publish an Advertisement or from the failure of Publisher to publish an Advertisement in the form prescribed or from publication of the Advertisement with errors or omissions or in any way relating to the distribution or lack of distribution of the relevant publication.

13.5. Subject to clause 13.1, where any of the circumstances set out in clause 13.4 arise:

- i) Advertiser shall incur no cost where the Advertisement has not been published at all or where the error or failure has arisen solely due to the negligence of a Publisher or any of its employees, or agents; and
- ii) in all other circumstances, and subject to the other applicable terms, the agreed rate shall be reduced according to circumstances. Subject to the ACL, the Publisher's liability will not be greater than:
 - (a) in relation to the failure to provide any placement, position, or other benefit in relation to which a specific loading charge was paid by the Advertiser, the amount of that loading charge; or
 - (b) otherwise, republication of the relevant advertisement, or payment of the cost of republishing the relevant advertisement, at Publisher's discretion.

13.6. Subject to clause 13.1, Publisher's liability for a breach of a term or guarantee implied by law is limited at Publisher's discretion, to the supply of the service again or payment for the cost of having the service supplied again.



"Bringing the community together..."

13.7. Subject to clause 13.1, Publisher has no responsibility or liability to Advertiser in relation to:

- i) Publisher exercising its rights under these terms; or
- ii) any failure of telecommunications services or systems which affect the receipt by Publisher of any material, a notice or communication of any kind or the publication of an advertisement or campaign.

14. Warranty & Indemnity

14.1. Advertiser warrants that it will only use the advertising space which it acquires to advertise its own brands, goods or services and may not sell or otherwise deal with that advertising space. Where Advertiser is an advertising agency the space may only be used by the client for which the space was initially acquired or booked.

14.2. Advertiser warrants that the advertisement complies with all relevant laws and regulations and that its publication in accordance with these terms will not give rise to any claims against or liabilities of Publisher, its directors, employees or agents. Without limiting the generality of the above, advertisers and or advertising agencies warrant that neither the Advertisement nor its publication breaches or will breach the Competition and Consumer Act 2010, Privacy Act 1988, Copyright Act 1968, Fair Trading Act 1985 or defamation, or infringes the rights of any person.

14.3. Advertiser indemnifies Publisher its directors, employees and agents against all claims, demands, proceedings, costs (including solicitors and own client costs), expenses, damages awards, judgments and any other liability whatsoever arising wholly or partially from or in connection with the publication of the Advertisement, except to the extent caused by the Publisher's negligence, fraud or wilful misconduct. In particular and without limitation, Advertiser indemnifies Publisher its directors, employees and agents against any claims arising from allegations that the Advertisement contains material which constitutes:

- i) defamation, libel, slander of title;
- ii) infringement of copyright, trademarks, or other intellectual property rights
- iii) breach of trade practices/ competition, privacy or fair-trading legislations; or
- iv) violation of rights of privacy or confidential information.

15. Privacy Statement

15.1. Publisher and King Publications Pty Limited (King) collects personal information about Advertiser, including for example Advertiser's name and contact details which you provide when registering or using our services as well as information from data houses, social media services, our affiliates, and other entities you deal or interact with for example by using their services. We collect and use that information to provide you with our goods and services, to promote and improve our goods and services, to provide you with targeted advertising based on your online activities, for the purposes described in our Privacy Policy and for any other purposes that we describe at the time of collection. We may disclose your information to our related companies. Any of us may contact you for those purposes (including by email and SMS) at any time. We may also disclose your information to our service and content providers, including those located outside Australia. The policy also explains that if you do not provide us with information, we have requested from you, we may not be able to provide you with the goods and services you require. Further information about how we handle personal information, how you can complain about a breach of the Australian Privacy Principles, how we will deal with a complaint of that nature, how you can access or seek correction of your personal information and our contact details can be found in our Privacy Policy at Privacy Policy (hkpost.com.au)

16. Data Policy Compliance

- 16.1. Advertiser warrants that it will comply with the King Publications Data Policy and in particular that, except as approved by the Publisher, Advertiser does not and will not collect personal information or tracking information in relation to users of Publisher's services and further warrants that material provided by or on its behalf for publication by Publisher does not contain:
- (a) third party cookies intended to retarget Publisher's users or their browsers; or
 - (b) any code, technique, or mechanism, to track or in any way identify users of any of Publishers' properties.

17. Jurisdiction

17.1. These terms and conditions are governed by the laws of New South Wales.

18. Other conditions

- 18.1. Any text heavy Advertisement is subject to approval of the editor of the relevant Publication, to be exercised with unfettered discretion. Any such Advertisement must be presented in a manner which clearly delineates it from the editorial content of the relevant Publication including by labelling as an Advertisement in a prominent manner and using a clearly different font and format.

19. Definitions

- 19.1. **Advertisement** includes any material in any form lodged for publication or other distribution as an advertisement (including as a published advertorial, insert or sampling exercise).
- 19.2. **Advertiser** means each advertiser and or advertising agency who seeks to have Publisher publish or otherwise distribute an advertisement.
- 19.3. **Advertising Expenditure Agreement** means both a Discount Protected Advertising Expenditure Agreement and a Rate Protected Advertising Expenditure Agreement.
- 19.4. **Discount Protected Advertising Expenditure Agreement** is a written agreement (in soft or hard copy form), which is signed or, in the case of a soft copy, otherwise agreed to in a mutually acceptable form, by or on behalf of both the Advertiser and the Publisher, detailing:
- i) the percentage discount from the casual rates from time to time,
 - ii) any applicable adjustments to standard loadings,
 - iii) any applicable positional agreements, and
 - iv) the agreed minimum spend commitment by the Advertiser which is the basis for the benefits to be provided by Publisher as described in (i)-(iii) above, which is to apply between that Publisher and that Advertiser for the term specified in the agreement (which is not to exceed 12 months other than in exceptional circumstances) and for a specific market and/or Publication(s).
- 19.5. **Loss** means direct and indirect loss of any nature. Indirect loss includes the following: loss of profit, loss of business opportunity, loss of goodwill and payment of liquidated sums or damages under any other agreement. This excludes losses that were not within the control of the Advertiser, or losses that arise from the Publisher's gross negligence, fraud, or wilful misconduct.
- 19.6. **Publisher** means any of the entities listed in section 20 below.

19.7. **Rate Protected Advertising Expenditure Agreement** is a written agreement (in soft or hard copy form), which is signed or, in the case of a soft copy, otherwise agreed to in a mutually acceptable form, by or on behalf of both the Advertiser and the Publisher, detailing:

- i) the percentage discounts from the casual rates in effect at the time the agreement is entered into; and/or
- ii) the fixed advertising rates;
- iii) any applicable adjustments to standard loadings;
- iv) any applicable positional agreements; and
- v) the agreed minimum spend commitment by the Advertiser which is the basis for the benefits to be provided by Publisher as described in (i) –(iii) above, which is to apply between the Publisher and that Advertiser for the term specified in the agreement (which is not to exceed 12 months other than in exceptional circumstances) and for a specific market and/or Publication(s).

19.8. **Small Business Contract** is a contract for the supply of goods or services with a business that makes less than \$10 million in annual turnover or has 100 or fewer employees.

20. Publishers

- i) The Post
- ii) Hornsby Ku-ring-gai Post
- iii) HK Post
- iv) Northern Willow