

# By filling out this Booking Form, you fully consent to this Advertising Agreement.

## 1. THE ADVERTISEMENT

- 1.1 The Advertiser must submit its advertisement to the publisher prior to the applicable advertising material closing date, in accordance with the publisher's technical specification sheet headed THE SPACE.



## 2. CHANGES AND CANCELLATION BY ADVERTISER

- 2.1 The Advertiser is not entitled to cancel an Advertising booking after the applicable advertising material closing date, nor is the advertiser entitled to change or withdraw any special requests after that date.
- 2.2 The advertiser is not entitled to change the advertisement after the applicable advertising material closing date without authorisation in writing by the publisher, which authorisation the publisher may decline to give in its absolute discretion.
- 2.3 The Advertiser agrees and understands that this is a legally binding contractual agreement between the Advertiser and the Publisher and cannot be altered or cancelled without authorisation in writing by the publisher, which authorisation the publisher may decline to give in its absolute discretion.



## 3. ERRORS

- 3.1 The publisher is not responsible for any errors or omissions in any advertisement.
- 3.2 Corrections requiring any four colour work must be approved in writing by the publisher prior to the applicable advertising material closing date.
- 3.3 The publisher is entitled to charge the advertiser for each correction required by the advertiser.



## 4. REJECTION OF AND CHANGES TO ADVERTISEMENTS

- 4.1 The publisher may reject, cancel, change or re-position any advertisement for any reason at any time.
- 4.2 The publisher may in its absolute discretion insert the word "Advertisement" above or adjacent to any advertisement for any reason and at any time.
- 4.3 The advertisements placed by the advertiser must not state or imply that the publisher is sponsoring or endorsing the products or services of the advertiser or that the advertiser is in some other way associated with the publisher.

## 5. REPRESENTATIONS BY THE ADVERTISER

- 5.1 The advertiser represents and warrants that it has authorisation to publish advertisements submitted to the publisher and that such publication will not violate any law, infringe upon any right, or interfere with any obligation of any person.
- 5.2 Without limiting the generality of the foregoing, the advertiser represents and warrants to the publisher that any advertisement submitted to the publisher that includes a comparative claim, a contest, game of chance, sweepstake, lottery, coupon, product performance demonstration, endorsement, testimonial, flag, "free" offer, geographic name, indication of geographic origin, certification trade mark, symbol, logo, guarantee, look-a-like, a person's name or likeness, price or savings claim, quotation, sales claim, song lyric, survey, third party trademark, service mark, product, the advertisement will not violate any law, infringe upon any right, or interfere with any obligation of any person.
- 5.3 The advertiser indemnifies the publisher and shall keep the publisher indemnified and hold the publisher harmless from all loss and liability, including legal fees on an indemnity basis, on account of claims resulting from any act, omission or breach of this agreement or a warranty or representation herein by the advertiser or by the advertiser's agents, employees or contractors.

## 6. CORELIFE MAGAZINE

- 6.1 The CORELIFE MAGAZINE offers an online presence that helps advertisers reach customers via The CORELIFE MAGAZINE website managed by the publisher, and the advertiser agrees to be bound by The CORELIFE MAGAZINE Advertisers Agreement of Use Policy and The CORELIFE MAGAZINE On-Line Advertising Policy, each of which shall be determined by the Publisher from time to time in its absolute discretion.
- 6.2 The advertiser agrees to subscribe for the services of the On-Line Management Portal for the subscription period specified in the CORELIFE MAGAZINE booking form.
- 6.3 The advertiser agrees that:
  - 6.3.1 Information relating to members must not be based on by the advertiser to any third party.
  - 6.3.2 The advertiser must not download the publishers file, nor copy or distribute it via email or by another means.
  - 6.3.3 Marketing by the advertiser to CORELIFE MAGAZINE members must be in accordance with the following guidelines
  - 6.3.3.1 All email marketing materials must contain the terms of the CORELIFE MAGAZINE Marketing Statement: "You are receiving this email because you are a member of the CORELIFE MAGAZINE. You can opt out at any time by responding to ...";
  - 6.3.4 All marketing materials must comply with the terms and conditions of this agreement.
  - 6.3.5 The publisher accepts no responsibility for inaccurate data, opt outs or complaints received by the advertiser in relation to CORELIFE MAGAZINE members receiving marketing materials.



## 7. PAYMENT TERMS

- 7.1 The advertiser must pay the advertising fees to the publisher within fourteen days of the advertiser's receipt of the publisher's invoice or account keeping fees of 10% will be applied monthly to the total outstanding amount.
- 7.2 The advertiser must pay all advertising fees within fourteen days unless a credit application form has been completed by the advertiser and accepted by the publisher.

## 8. VARIATION

- 8.1 The variation or waiver of provision of this agreement, or a party's consent to a departure from a provision by another party, is ineffective unless in writing, executed by the parties.

## 9. WAIVER

- 9.1 A party's failure or delay to exercise a power or right does not operate as a waiver of that power or right.

## 10. ENTIRE AGREEMENT

- 10.1 This agreement contains the whole understanding of the parties related to the subject matter dealt with herein.

## 11. NOTICE

- 11.1.1 A notice or other communication required or permitted to be given by a party to another pursuant to this Agreement shall be in writing and:
  - 11.1.1.1 Delivered personally; or
  - 11.1.1.2 Sent by post, postage prepaid to that party's address set out in this Agreement or as notified by each party from time to time.
- 11.1.2 A notice or other communication is deemed given:
  - 11.1.2.1 If personally delivered, upon delivery;
  - 11.1.2.2 If posted, upon the expiration of two business days after posting

## 12. GOVERNING LAW

- 12.1 The law of this agreement is the law of Queensland and the Commonwealth of Australia.
- 12.2 The parties shall submit themselves to the jurisdiction of the courts of Queensland and the Commonwealth of Australia for all proceedings arising from this agreement.

## 13. FURTHER ASSURANCE

- 13.1 Each party shall at its own cost from time to time do all things (including executing documents) necessary or desirable to give full effect to this agreement.

## 14. SEVERABILITY

- 14.1 Each word, phrase, sentence, paragraph and clause ("a provision") of this agreement is severable.
- 14.2 If a court determines that a provision is unenforceable, illegal or void, then the court may sever the provision which:
  - 14.2.1 Becomes inoperative; and
  - 14.2.2 Will not affect the other provisions of this agreement.

## 15. INTERPRETATION

- 15.1 The singular includes the plural and the plural includes the singular.
- 15.2 A reference to a gender includes a reference to each other gender.
- 15.3 A reference to a person includes a reference to a firm, corporation or other corporate body.
- 15.4 A reference to a statute, regulation or provision of a statute or regulation include a reference to that statute, regulation or provision as amended or re-enacted from time to time.
- 15.5 A reference to writing includes a reference to printing, typing and other methods of reproducing words in a visible form.
- 15.6 There a word or expression is given a particular meaning, other parts of speech and grammatical forms of that word or expression have corresponding meanings.
- 15.7 Headings have been inserted for ease of reference and do not affect the construction of this Agreement.
- 15.8 This agreement binds the parties' respective successors, administrators and assigns.
- 15.9 This agreement supersedes all previous agreements made between the parties.
- 15.10 Where particular words are followed by general words, the general words are not limited to the same kind as the particular words; and "including" must not be interpreted as a word of limitation.

## 16. FORCE MAJEURE

- 16.1 The obligations of a party, other than the obligation to pay money, shall be suspended during the time and to the extent that the party is prevented from or delayed in complying with that obligation by force majeure.
- 16.2 Force majeure means circumstance beyond the reasonable control of a party which occurs without the fault or negligence of the party affected, and includes inevitable accident, storm, flood, fire, earthquake, explosion, perils of navigation, hostility, war (declared or undeclared), insurrection, executive or administrative order or act of either general or particular application of any government, whether de jure or de facto, or of any official purporting to act under the authority of that government, prohibition or restriction by domestic or foreign laws, regulations or policies, quarantine or customs restrictions, breakdown or damage to or confiscation of property.
- 16.3 A party by force majeure shall:
  - 16.3.1 As soon as possible after being affected give to the other party full particulars of the force majeure and the manner in which its performance is thereby prevented or delayed; and
  - 16.3.2 Promptly and diligently take appropriate action to enable it to perform the obligations prevented by force majeure.
  - 16.3.3 The parties shall use reasonable endeavours to remove or mitigate any force majeure at the earliest possible time.