

The Sydney Morning Herald

Influential readers. Extraordinary spenders.

The Sun-Herald

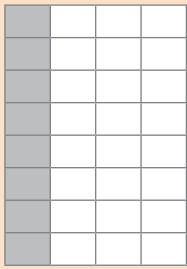
experience more

Entertainment Advertising Rates

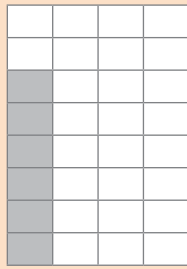
From July 2011



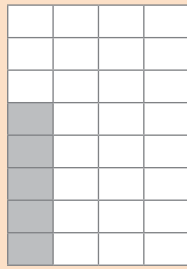
1 Module Wide



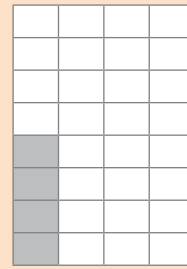
8 mods high
Code: T81
M-F: \$4,456.02
\$4,901.62 incl. GST
Sat/Sun: \$5,614.40
\$6,175.84 incl. GST
Size mm: 374x63



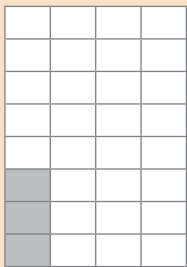
6 mods high
Code: T61
M-F: \$3,342.02
\$3,676.22 incl. GST
Sat/Sun: \$4,210.80
\$4,631.88 incl. GST
Size mm: 280x63



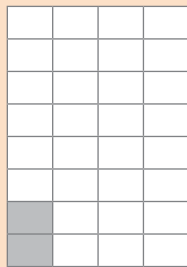
5 mods high
Code: T51
M-F: \$2,785.01
\$3,063.51 incl. GST
Sat/Sun: \$3,509.00
\$3,859.90 incl. GST
Size mm: 233x63



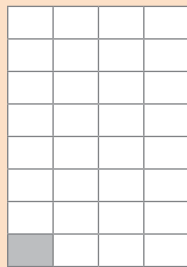
4 mods high
Code: T41
M-F: \$2,228.01
\$2,450.81 incl. GST
Sat/Sun: \$2,807.20
\$3,087.92 incl. GST
Size mm: 186x63



3 mods high
Code: T31
M-F: \$1,671.01
\$1,838.11 incl. GST
Sat/Sun: \$2,105.40
\$2,315.94 incl. GST
Size mm: 139x63

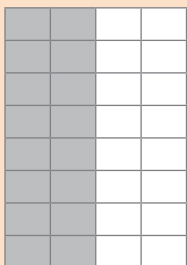


2 mods high
Code: T21
M-F: \$1,114.01
\$1,225.41 incl. GST
Sat/Sun: \$1,403.60
\$1,543.96 incl. GST
Size mm: 92x63

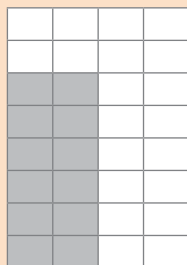


1 mod high
Code: T11
M-F: \$556.97
\$612.70 incl. GST
Sat/Sun: \$701.80
\$771.98 incl. GST
Size mm: 45x63

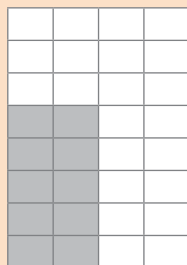
2 Modules Wide



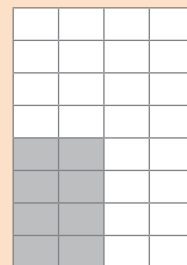
8 mods high
Code: T82
M-F: \$8,912.04
\$9,803.24 incl. GST
Sat/Sun: \$11,228.81
\$12,351.69 incl. GST
Size mm: 374x129



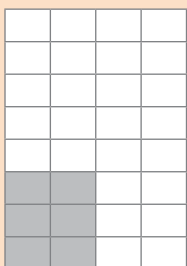
6 mods high
Code: T62
M-F: \$6,684.03
\$7,352.43 incl. GST
Sat/Sun: \$8,421.61
\$9,263.77 incl. GST
Size mm: 280x129



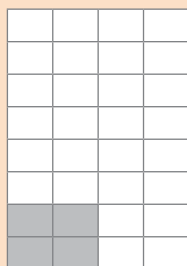
5 mods high
Code: T52
M-F: \$5,570.03
\$6,127.03 incl. GST
Sat/Sun: \$7,018.01
\$7,719.81 incl. GST
Size mm: 233x129



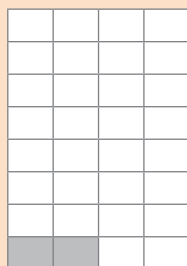
4 mods high
Code: T42
M-F: \$4,456.02
\$4,901.62 incl. GST
Sat/Sun: \$5,614.40
\$6,175.84 incl. GST
Size mm: 186x129



3 mods high
Code: T32
M-F: \$3,342.02
\$3,676.22 incl. GST
Sat/Sun: \$4,210.80
\$4,631.88 incl. GST
Size mm: 139x129

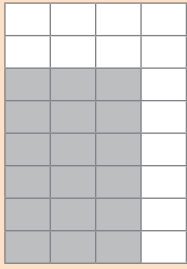


2 mods high
Code: T22
M-F: \$2,228.01
\$2,450.81 incl. GST
Sat/Sun: \$2,807.20
\$3,087.92 incl. GST
Size mm: 92x129

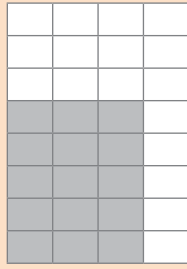


1 mod high
Code: T12
M-F: \$1,114.01
\$1,225.41 incl. GST
Sat/Sun: \$1,403.60
\$1,543.96 incl. GST
Size mm: 45x129

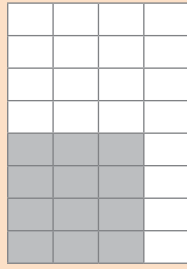
3 Modules Wide



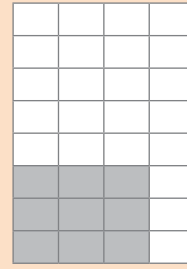
6 mods high
Code: T63
M-F: \$10,026.05
\$11,028.65 incl. GST
Sat/Sun: \$12,632.41
\$13,895.65 incl. GST
Size mm: 280x194



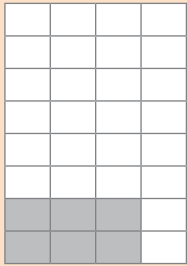
5 mods high
Code: T53
M-F: \$8,355.04
\$9,190.54 incl. GST
Sat/Sun: \$10,527.01
\$11,579.71 incl. GST
Size mm: 233x194



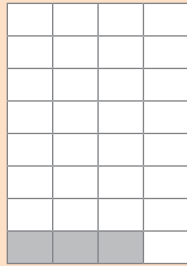
4 mods high
Code: T43
M-F: \$6,684.03
\$7,352.43 incl. GST
Sat/Sun: \$8,421.61
\$9,263.77 incl. GST
Size mm: 186x194



3 mods high
Code: T33
M-F: \$5,013.02
\$5,514.32 incl. GST
Sat/Sun: \$6,316.20
\$6,947.82 incl. GST
Size mm: 139x194

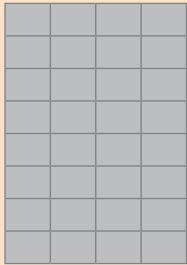


2 mods high
Code: T23
M-F: \$3,342.02
\$3,676.22 incl. GST
Sat/Sun: \$4,210.80
\$4,631.88 incl. GST
Size mm: 92x194

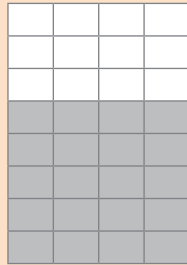


1 mod high
Code: T13
M-F: \$1,671.01
\$1,838.11 incl. GST
Sat/Sun: \$2,105.40
\$2,315.94 incl. GST
Size mm: 45x194

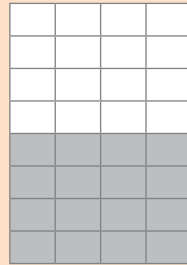
4 Modules Wide



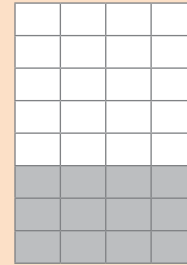
8 mods high
Code: T84
M-F: \$17,824.08
\$19,606.49 incl. GST
Sat/Sun: \$22,457.62
\$24,703.38 incl. GST
Size mm: 374x260



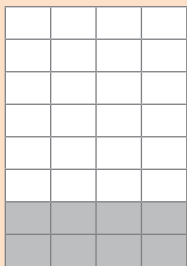
5 mods high
Code: T54
M-F: \$11,140.05
\$12,254.06 incl. GST
Sat/Sun: \$14,036.01
\$15,439.61 incl. GST
Size mm: 233x260



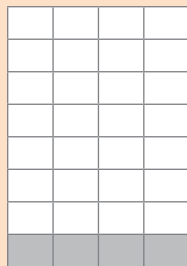
4 mods high
Code: T44
M-F: \$8,912.04
\$9,803.24 incl. GST
Sat/Sun: \$11,228.81
\$12,351.69 incl. GST
Size mm: 186x260



3 mods high
Code: T34
M-F: \$6,684.03
\$7,352.43 incl. GST
Sat/Sun: \$8,421.61
\$9,263.77 incl. GST
Size mm: 139x260



2 mods high
Code: T24
M-F: \$4,456.02
\$4,901.62 incl. GST
Sat/Sun: \$5,614.40
\$6,175.84 incl. GST
Size mm: 92x260



1 mod high
Code: T14
M-F: \$2,228.01
\$2,450.81 incl. GST
Sat/Sun: \$2,807.20
\$3,087.92 incl. GST
Size mm: 45x260

Entertainment Advertising Rates

Valid From July 2011

General Entertainment

Casual Rates	Price Per Module (T11)
Monday to Friday	\$556.97 (\$612.67 incl. GST)
Saturday/Sunday	\$701.80 (\$771.98 incl. GST)
Casual Rates	Price Per Line
Monday to Friday	\$10.93 (\$12.02 incl. GST)
Saturday/Sunday	\$13.40 (\$14.74 incl. GST)

Contract rates may be applicable. Available upon request.

Cinemas (Published Mon-Sun)

For seven consecutive days.

	Price Per Module (T11)
Monday to Sunday	\$155.95 (\$171.55 incl. GST)

Colour loads apply

Entertainment Classifications

General Entertainment
Entertainment
Auditions
ENT Web Advertising
Exhibitions
Lectures
Cinemas
Courses and Private Tuition
Suburban Cinemas
Single Scene
Other Classifications
Theatre Directory
Introduction Agencies

Suburban and Independent Cinemas Directory

6 consecutive days (lineage ads do not appear Sunday)

	Price Per Double Column Line
Monday to Saturday	\$6.49 (\$7.14 incl. GST)

Theatre Directory

Seven day performance listing.

Categories include: Live, Comedy, Cabaret, Jazz, Music, Opera, Pre/Post Theatre Dining etc. Appears Monday to Sunday (incl. Friday Metro, Saturday Spectrum and Sunday S).

Must run seven consecutive days.

	Price Per Line (For 7 Days)
Monday to Sunday	\$39.66 (\$43.63 incl. GST)
Bold Lines	Price Per Line (For 7 Days)
Monday to Sunday	\$118.98 (\$130.88 incl. GST)
logos = 8 lines	\$317.28 (\$349.01 incl. GST)

Special Offers Available for General Entertainment Advertising

Buy 2 days get 1 free

Buy 3 days get 2 free

Buy 4 days get 3 free

(Run schedule must be within 7 days and for 3+2 and 4+3 special buys, Saturday and Sunday cannot both be free days. All ads in multiday buys must be the same module size). Cheapest day free.

Display Advertising Rates and Information

Valid from July 2011

Annual Spend Level Discounts Per Module

The Sydney Morning Herald Editorial Environments - Friday Metro							
Annual Spend Levels (excl GST)	Casual	\$106,270	\$245,745	\$478,200	\$690,735	\$1,082,600	\$2,092,140
Discount		3%	6%	8%	11%	15%	18%
Friday	\$735.22	\$713.15	\$691.09	\$676.39	\$654.33	\$624.92	\$602.87
Friday (incl. GST)	\$808.74	\$784.46	\$760.20	\$744.03	\$719.76	\$687.42	\$663.15
The Sun-Herald Editorial Environments - Sunday S							
Annual Spend Levels (excl GST)	Casual	\$151,620	\$344,590	\$675,385	\$978,625	\$1,268,075	\$1,543,740
Discount %		3%	6%	8%	11%	13%	15%
Single Module Rate	\$1,113.95	\$1,080.53	\$1,047.11	\$1,024.83	\$991.41	\$969.13	\$946.85
Single Module Rate (incl. GST)	\$1,225.34	\$1,188.58	\$1,151.82	\$1,127.31	\$1,090.55	\$1,066.05	\$1,041.54

The rates above are based on price per module.

Display Preferred Position Loadings

Position	Monday To Friday	Saturday	Sunday
Sections Page 3	40%	40%	40%
Inside Front Cover	20%	20%	20%
Right Hand Page	40%	30%	15%
Back Cover	25%	25%	25%
Specified Page	40%	40%	40%
Solus Advertisements (140+cm)	50%	50%	50%
Consecutive or Facing Pages	30%	40%	40%
Gutter Bleed	15%	15%	15%
Panorama	30%	30%	30%

Colour Loadings

	Loading	Minimum Loading
Colour	30%	\$1,432 (\$1,575.20 incl. GST)

Display Advertising Booking And Cancellation Deadlines

Section	Booking Deadline	Cancellation Deadline	Material Deadline
Metro - Friday	5pm Thursday week prior	6 working days prior to publication	Noon Wednesday
Spectrum - Saturday	Noon Thursday week prior	6 working days prior to publication	Noon Wednesday
S - Sunday	Noon Tuesday week prior	6 working days prior to publication	5pm Thursday

All setting material required 24 hours prior to above deadlines.

Entertainment Advertising Deadlines

Classified Advertising Booking and Cancellation Deadlines

Type of Ad	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
Lineage							
Phoned Copy/AdOnline	5.30pm Sunday	5.30pm Monday	5pm Tuesday	5.30pm Wednesday	Noon Wednesday	6pm Wednesday	n/a
Hard Copy	5.30pm Friday	5.30pm Monday	3pm Tuesday	5.30pm Wednesday	Noon Wednesday	6pm Wednesday	n/a
Display							
Phoned & Hard Copy	Noon Friday	Noon Monday	Noon Tuesday	Noon Wednesday	12pm Tuesday	Noon Wednesday	Noon Wednesday
Material Deadline	3pm Friday	3pm Monday	3pm Tuesday	3pm Wednesday	Noon Wednesday	8pm Wednesday	8pm Thursday
270 Arts and Exhibitions Directory							
Phoned & Hard Copy	n/a	n/a	n/a	n/a	10am Wednesday week prior	n/a	n/a

Booking and Material Procedure

Booking Procedure

Verbal bookings must be confirmed in writing. If appearance dates or material instructions need to be altered, changes must be advised by phone. Please take the contact name of the Fairfax Media representative and follow through with amended confirmation. Confirmations and verbal bookings must tally. Where there is discrepancy between verbal bookings and confirmation, the Company will not be liable unless confirmation is received two working days prior to appearance date.

Cancellation Procedure

Cancellations must be made verbally and confirmed in writing prior to the cancellation deadline. Please note the cancellation number quoted by the Fairfax Media representative and their name. All bookings taken inside cancellation deadline are taken on a non-cancellation basis. No liability will be accepted unless the above procedures are followed.

Material on Hand

Please note: Fairfax Media will retain advertisements for a period of 3 months. Repeats outside this time span cannot be guaranteed.

Terms and Conditions

All advertising services are governed by Fairfax Media Terms and Conditions of Advertising. Fairfax Media reserves the right to modify this ratecard or its Terms and Conditions at any time without prior notice.

100% space charge will apply when material fails to arrive in time for publication. No responsibility will be accepted for material arriving outside designated deadlines.

Advertising Material and Specifications

Please note that Fairfax Media will only accept material via electronic transmission. Fairfax Media operates new advertising quality assurance measures for *The Sydney Morning Herald*. All digital ads need to undergo Quality Assurance testing prior to being accepted for publication. To facilitate this, Fairfax Media has certified a number of methods for Quality Assurance testing and ad delivery (fees and charges apply):

Quickcut Australia • (02) 9467 7500

www.adstream.com.au/quickcut

Adsend Australia • (03) 8689 9000

www.adsend.com.au

Fairfax Ad Designs • (02) 8777 6956

addesigns@fairfaxmedia.com.au

For further information please refer to our website www.adcentre.com.au or contact the Advertising Production Unit: 1300 666 326.

All prices are in Australian Dollars

Australia

NSW

Fairfax Media Publications Pty Limited
Level 3, 1 Darling Island Road
Pyrmont, New South Wales 2009
Phone: (02) 9282 2526
Fax: (02) 9282 1748

VICTORIA

Fairfax Media Publications Pty Limited
Media House, 655 Collins St
Melbourne, Victoria 3000
Phone: (03) 8667 2000
Fax: (03) 9601 2929

QUEENSLAND

Fairfax Media Publications Pty Limited
Level 6, 340 Adelaide Street
Brisbane, Queensland 4000
Phone: (07) 3835 7500
Fax: (07) 3835 7529
Email: thehub@fairfaxmedia.com.au

SOUTH AUSTRALIA

Fairfax Media Publications Pty Limited
124 Franklin Street
Adelaide, South Australia 5000
Phone: (08) 8212 1212
Fax: (08) 8212 1210

WESTERN AUSTRALIA

Fairfax Media Publications Pty Limited
A15 Level 2
435 Roberts Road
Subiaco Western Australia 6008
Phone: (08) 9423 8903
Fax: (08) 9423 8922

Fairfax International Representatives

LONDON

Mr Brett Warren
Warren International Media Ltd
Suite 12, Rossknoll House, Orion Park
Northfield Ave
London W13 9SJ
Phone: +44 (0) 20 7099 7992
Fax: +44 (0) 870 4953 440
Email: bwarren@warren-media.com

JAPAN

Shinano International, Inc.
Akasaka Kyowa Bldg. 2F
1-6-14 Akasaka, Minato-ku
Tokyo 107-0052 Japan
Phone: 0011 81 3 3584 6420
Fax: 0015 81 3 3505 5628
Email: yibe@bunkoh.com

SINGAPORE

Publicitas Singapore (S) Pte Ltd
72, Bendemeer Road
#02-20, The Luzerne
Singapore 339941
Phone: +65 6836 2272
Fax: +65 6297 7302
Email: peggy.thay@publicitas.com

USA

World Media Inc.
19 West 36th Street, 7th Floor
New York 10018
Phone: 0011 1 212 244 5610
Fax: 0015 1 212 244 5321
Email: sales@worldmediaonline.com

CHINA

Wendy Lin
Publicitas Beijing
Rm 808, 8/F, Tower A, Fullink Plaza
No.18 Chaoyangmenwai Avenue
Beijing 100020, China
Phone: +86 10 6588 8155 ext. 626,
Fax: +86 10 6588 3110
Email: wendy.lin@publicitas.com.cn

NEW ZEALAND

McKay & Bowman
International Media Representatives Ltd
PO Box 36-490, Northcote, Auckland
60 McBreen Ave
Northcote, Auckland
Phone: 0011 64 9 419 0561
Fax: 0015 64 9 419 2243
Email: neil@mckaybowman.co.nz

THAILAND

Publicitas Thailand
5th Floor, Lumpini 1 Building, 239/2 Soi Sarasin,
Rajdamri Road, Lumpini, Pathumwan
Bangkok 10330 Thailand
Phone: 0011 66 2 651 9273 to 7
Fax: 0015 66 2 651 9278
Email: janya.limmanee@publicitas.com

MALAYSIA

Publicitas International Malaysia
S105, 2nd Floor, Centrepoint,
Lebuh Bandar Utama, Bandar Utama,
47800 Petaling Jaya, Selangor
Phone: 0011 60 3 772 9 6923
Fax: 0015 60 3 772 9 7115
Email: esther.chia@publicitas.com

HONG KONG

Publicitas Hong Kong
26/F Two Chinachem Exchange Square
338 King's Road, North Point
Hong Kong
Phone: 0011 852 2516 1519
Fax: 0015 852 2528 3260
Email: catherineha@publicitas.com

INDIA

The Times of India
International Media Representation
Response Department
Dr Dadabhoy Naoroji Road
Bombay 400 001
Phone: 0011 91 22 22731 338
Fax: 0015 91 22 22731 145
Email: santosh.pandey@timesgroup.com

DUBAI

Vivienne Davidson
Intermedia,
Commercial Centre - Safa Park,
Sheikh Zayed Road,
PO Box 22857, Dubai
Phone: +971 346 6006
Fax: +971 346 6016
Email: v davidson@intermedia-gulf.com

EUROPE

Robert Logan
Robert Logan & Associates
Suite 12, Rossknoll House, Orion Park
Northfield Avenue London W13 9SJ
Phone: +44 (0) 208 579 4836
Fax: +44 (0) 208 579 5057
Email: rlogan@robertlogan.co.uk

SOUTH AFRICA

Publicity Project Management
Rivonia Village, 3 Mutual Road, Rivonia
PO Box 78811, Sandton, 2146
Phone: +27 11 803 8211
Fax: +27 86 503 3237
Email: mike@worldmediaonline.co.za

Visit us at www.adcentre.com.au

Terms and Conditions

FAIRFAX MEDIA LTD ABN 15 008 663 161

These terms apply to all advertising provided to any person ('Customer') by Fairfax Media Limited ABN 15 008 663 161 or a subsidiary ('Fairfax'). Customer includes an advertiser on whose behalf Advertising is placed and any media company or agency that arranges the Advertising for its clients.

1. Publication of Advertising

- 1.1 Subject to these Terms, Fairfax will use its reasonable endeavours to publish advertising ('Advertising') in the format and in the position agreed with the Customer. 'Advertising' includes images submitted for publication and content or information relating to published Advertisements.
- 1.2 Customer grants Fairfax a worldwide, royalty-free, non-exclusive, irrevocable licence to publish, and to sub-licence the publication of, the Advertising in any form or medium, including print, online or other. Customer warrants that it is authorised to grant Fairfax the licence in this clause 1.

2. Right to Refuse Advertising

- 2.1 Neither these Terms nor any written or verbal quotation by Fairfax represents an agreement to publish Advertising. An agreement will only be formed between Fairfax and Customer when Fairfax accepts the Advertising in writing or generates a tax invoice for that Advertising.
- 2.2 Fairfax reserves the right to refuse or withdraw from publication any Advertising at any time without giving reasons (even if the Advertising has previously been published by Fairfax).

3. Right to vary Format, Placement or Distribution

- 3.1 Fairfax will use reasonable efforts to publish Advertising in the format and in the position requested by the Customer. However, Fairfax reserves the right to vary the placement of Advertising within a title or website or to change the format of Advertising (including changing colour to black and white).
- 3.2 Fairfax may distribute interstate or regional editions of a title without all inserts or classified sections.
- 3.3 Except in accordance with clause 12, Fairfax will not be liable for any loss or damage incurred by a Customer arising from Fairfax's failure to publish Advertising in accordance with a Customer's request.
- 3.4 If Fairfax changes the press configuration for a publication, Fairfax reserves the right to shrink or enlarge the Advertising by up to 10% without notice to Customer or any change to rates.

4. Submission of Advertising

- 4.1 Customer warrants to Fairfax that the publication of the Advertising does not breach or infringe:
 - (a) the Competition and Consumer Act (Cth) or equivalent State legislation;
 - (b) any copyright, trade mark, obligation of confidentiality or other personal or proprietary right;
 - (c) any law of defamation, obscenity or contempt of any court, tribunal or royal commission;
 - (d) State or Commonwealth privacy legislation or anti-discrimination legislation;
 - (e) any financial services law as defined in the Corporations Act 2001 (Cth); or
 - (f) any other law or applicable code (including any common law, statute, delegated legislation, rule or ordinance of the Commonwealth, or a State or Territory).
- 4.2 Customer warrants that if Advertising contains the name or photographic or pictorial representation of any living person and/or any copy by which any living person can be identified, the Customer has obtained the authority of that person to make use of his/her name or representation or the copy.
- 4.3 Advertising containing contact details for the Customer must contain the full name and street address of the Customer. Post office box and email addresses alone are insufficient.
- 4.4 If a Customer submits Advertising that looks, in Fairfax's opinion, like editorial material, Fairfax may publish the Advertising under the heading 'Advertising' with a border distinguishing it from editorial.
- 4.5 Fairfax will not be responsible for any loss or damage to any Advertising material left in its control.
- 4.6 Advertising submitted electronically must comply with Fairfax's specifications. Fairfax may reject the Advertising material if it is not submitted in accordance with such specifications.
- 4.7 Advertising material delivered digitally must include the Fairfax booking or material identification number.
- 4.8 If Customer is a corporation and the Advertising contains the price for consumer goods or services, Customer warrants that the Advertising complies with the component pricing provisions of the Competition and Consumer Act (Cth) and contains, as a single price, the minimum total price to the extent quantifiable at time of the Advertising.
- 4.9 Customer must not resell Advertising space to any third party without Fairfax's consent.
- 4.10 If Advertising promotes a competition or trade promotion, Customer warrants it has obtained all relevant permits and indemnifies Fairfax against any loss in connection with the Advertising.

5. Classified Advertising

- 5.1 Fairfax will publish classified Advertising under the classification heading it determines is most appropriate. These headings are for the convenience of readers. Fairfax will publish classified display Advertising sorted by alphabetical caption and, where space permits, with related line Advertising.

6. Online Advertising

- 6.1 For online banner and display Advertising, Customer must submit creative materials and a click-through URL to Fairfax at least 3 working days (5 working days for non-gif material) or within such other deadline advised by Fairfax at its discretion before publication date. Fairfax may charge Customer for online Advertising cancelled on less than 30 days notice or if creative materials are not submitted in accordance with this clause 6.1.
 - 6.2 All online Advertising (including rich media) must comply with Fairfax's advertising specifications.
 - 6.3 Fairfax will measure online display and banner Advertising (including impressions delivered and clicks achieved) through its ad-serving systems. Results from Customer or third party ad-servers will not be accepted for the purposes of Fairfax's billing and assessment of Advertising.
 - 6.4 Fairfax is not liable for loss or damage from an internet or telecommunications failure.
 - 6.5 Customer acknowledges that Fairfax may at its discretion include additional features or inclusions such as third party advertisements within online classified Advertising.
- ## 7. Errors
- 7.1 Customer must promptly check proofs of Advertising (if provided to the Customer by Fairfax) and notify Fairfax of any errors in the proofs or in published Advertising.
 - 7.2 Fairfax does not accept responsibility for any errors submitted by the Customer or its agent, including errors in Advertising placed over the telephone.
 - 7.3 Customer must send any claim for credit or republication in writing to Fairfax no later than 7 days after the date of publication of the Advertising.

8. Advertising Rates and GST

- 8.1 The Customer must pay for Advertising, unless otherwise agreed, at the casual ratecard rate. Ratecard rates may be varied at any time by Fairfax without notice. Customer must pay GST at the time it pays for Advertising. Fairfax will provide a tax invoice or adjustment note (as applicable).
 - 8.2 Eligibility for discounts or rebates will be based on the Customer's GST-exclusive advertising spend.
- ## 9. Credit and Customer Accounts
- 9.1 Fairfax may grant, deny or withdraw credit to a Customer at any time in its discretion. Customer must ensure that its Customer account number is available only to those employees authorised to use it. Customer acknowledges it will be liable for all Advertising placed under Customer's account number.
- ## 10. Payment
- 10.1 The Customer must pre-pay for Advertising if required by Fairfax. If Advertising is on account, payment must be within 7 days of date of the invoice or, for certain Rural Press publications, within 21 days of the end of the month in which the invoice is issued. If a commercial account has been established with Fairfax, payment must be within 30 days of invoice date.
 - 10.2 If Customer fails to provide the copy for a booking by publication deadline, Customer will be charged unless a cancellation is approved by Fairfax. If Fairfax accepts Advertising after the deadline, it will be deemed out of specification. Customer has no claim against Fairfax for credit, republication or other remedy for out of specification Advertising.
 - 10.3 Customer must pay the full price for Advertising even if Fairfax varied the format or placement of the Advertising or if there is an error in the Advertising, unless the error was Fairfax's fault. Customer must pay its electronic transmission costs.

11. Failure to Pay and Other Breach

- 11.1 If Customer breaches these terms, fails to pay for Advertising or suffers an Insolvency Event (defined in clause 11.2), Fairfax may (in its discretion and without limitation):
 - (a) cancel any provision of credit to Customer;
 - (b) require cash pre-payment for further Advertising;
 - (c) charge interest on all overdue amounts at the rate 2% above the NAB Overdraft Base Rate;
 - (d) take proceedings against the Customer for any outstanding amounts;
 - (e) recover Fairfax's costs including mercantile agency and legal costs on a full indemnity basis;
 - (f) cease publication of further Advertising or terminate an agreement for Advertising not published;
 - (g) exercise any other rights at law.
- 11.2 A Customer suffers an 'Insolvency Event' if:
 - (a) Customer is a natural person and commits an act of bankruptcy; or
 - (b) Customer is a body corporate and cannot pay its debts as and when they fall due or enters an arrangement with its creditors other than in the

ordinary course of business or passes a resolution for administration, winding up or liquidation (other than for the purposes of re-organisation or reconstruction); or has a receiver, manager, liquidator or administrator appointed to any of its property or assets or has a petition presented for its winding up.

- 11.3 Fairfax may withhold any discounts or rebates if Customer fails to comply with its payment obligations.
 - 11.4 A written statement of debt signed by an authorised employee of Fairfax is evidence of the amount owed by the Customer to Fairfax.
- ## 12. Liability
- 12.1 The Customer acknowledges that it has not relied on any advice given or representation made by or on behalf of Fairfax in connection with the Advertising.
 - 12.2 Fairfax excludes all implied conditions and warranties from these terms, except any condition or warranty (such as conditions and warranties implied by the Competition and Consumer Act and equivalent State acts) which cannot by law be excluded ('Non-excludable Condition').
 - 12.3 Fairfax limits its liability for breach of any Non-Excludable Condition (to the extent such liability can be limited) and for any other error in published Advertising caused by Fairfax to the re-supply of the Advertising or payment of the cost of re-supply (at Fairfax's option).
 - 12.4 Subject to clauses 12.2 and 12.3, Fairfax excludes all other liability to the Customer for any costs, expenses, losses and damages incurred in relation to Advertising published by Fairfax, whether that liability arises in contract, tort (including by Fairfax's negligence) or under statute. Without limitation, Fairfax will in no circumstances be liable for any indirect or consequential losses, loss of profits, loss of revenue or loss of business opportunity.
 - 12.5 The Customer indemnifies Fairfax and its officers, employees, contractors and agents (the 'Indemnified') against any costs, expenses, losses, damages and liability suffered or incurred by the Indemnified arising from the Customer's breach of these Terms and any negligent or unlawful act or omission of the Customer in connection with the Advertising.
- ## 13. Privacy
- 13.1 Fairfax collects a Customer's personal information to provide the Advertising to the Customer and for invoicing purposes. Fairfax may disclose this personal information to its related bodies corporate, to credit reporting agencies and other third parties as part of provision of the Advertising and for overdue accounts, to debt collection agencies to recover amounts owing.
 - 13.2 Fairfax provides some published Advertising to third party service providers. Where such Advertising contains personal information, Customer consents to the disclosure of their personal information in the advertising to third parties and to the personal information being republished by a third party.
 - 13.3 Customers may gain access to their personal information by writing to the Privacy Officer, GPO Box 506, Sydney NSW 2001. Fairfax's privacy policy is at www.fxj.com.au.
- ## 14. Confidentiality
- 14.1 Each party will treat as confidential, and will procure that its advertising agents, other agents, and contractors ('Agents') treat as confidential and will not disclose, unless disclosure is required by law:
 - (a) the terms of this Agreement (including terms relating to volumes and pricing);
 - (b) information generated for the performance of this Agreement, including all data relating to advertising schedules, budgets, forecasts, booked advertising, prices or volumes;
 - (c) any other information that ought in good faith to be treated as confidential given the circumstances of disclosure or the nature of the information;
 - (d) any information derived wholly or partly for any information referred to in (a) to (c) above;Each party agrees to take all reasonable precautions to prevent any unauthorised use, disclosure, publication or dissemination of the confidential information by or on behalf of itself or any third party.

15. General

- 15.1 These Terms, with any other written agreement, represent the entire agreement of the Customer and Fairfax for Advertising. They can only be varied in writing by an authorised officer of Fairfax. No purchase order or other document issued by the Customer will vary these Terms.
- 15.2 Fairfax will not be liable for any delay or failure to publish Advertising caused by a factor outside Fairfax's reasonable control (including but not limited to any act of God, war, breakdown of plant, industrial dispute, electricity failure, governmental or legal restraint).
- 15.3 Fairfax may serve notice on Customer by post or fax to the last known address of the Customer.
- 15.4 These Terms are governed by the laws of the State in which the billing company for the Advertising is located and each party submits to the non-exclusive jurisdiction of that State.