

The Sydney Morning Herald

Influential readers. Extraordinary spenders.

The Sydney Morning Herald Display Advertising Rates

From July, 2011

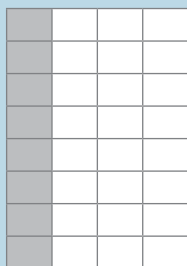


SMH Tabloid Sections Modular Rates

Valid from July 2011

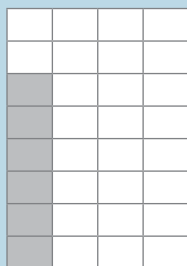
These sizes and rates are applicable to the following sections; Business Day (M-S), Sports Day (M-S), News Review, Good Living, Money, Spectrum, Traveller, Metro and tabloid special reports.

1 Module Wide



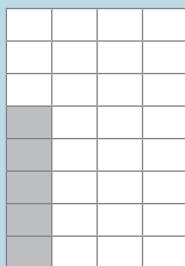
8 mods high

Code: T81
 M-F: \$5,881.76
 \$6,469.94 incl. GST
 Sat: \$7,396.64
 \$8,136.30 incl. GST
 Size mm: 374x63



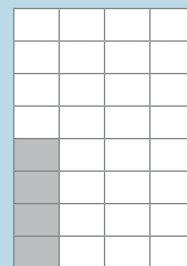
6 mods high

Code: T61
 M-F: \$4,411.32
 \$4,852.45 incl. GST
 Sat: \$5,547.48
 \$6,102.23 incl. GST
 Size mm: 280x63



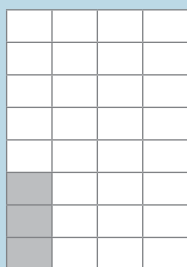
5 mods high

Code: T51
 M-F: \$3,676.10
 \$4,043.71 incl. GST
 Sat: \$4,622.90
 \$5,085.19 incl. GST
 Size mm: 233x63



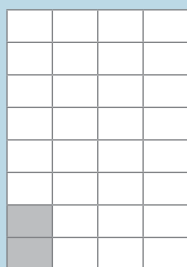
4 mods high

Code: T41
 M-F: \$2,940.88
 \$3,234.97 incl. GST
 Sat: \$3,698.32
 \$4,068.15 incl. GST
 Size mm: 186x63



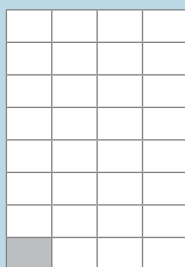
3 mods high

Code: T31
 M-F: \$2,205.66
 \$2,426.23 incl. GST
 Sat: \$2,773.74
 \$3,051.11 incl. GST
 Size mm: 139x63



2 mods high

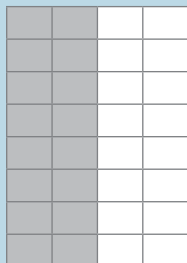
Code: T21
 M-F: \$1,470.44
 \$1,617.48 incl. GST
 Sat: \$1,849.16
 \$2,034.08 incl. GST
 Size mm: 92x63



1 mod high*

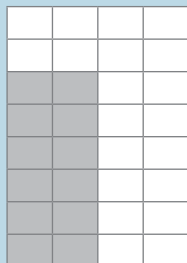
Code: T11
 M-F: \$735.22
 \$808.74 incl. GST
 Sat: \$924.58
 \$1,017.04 incl. GST
 Size mm: 45x63

2 Modules Wide



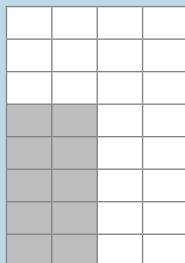
8 mods high

Code: T82
 M-F: \$11,763.52
 \$12,939.87 incl. GST
 Sat: \$14,793.28
 \$16,272.61 incl. GST
 Size mm: 374x129



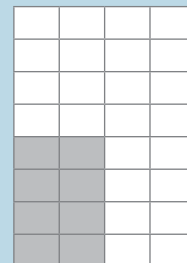
6 mods high

Code: T62
 M-F: \$8,822.64
 \$9,704.90 incl. GST
 Sat: \$11,094.96
 \$12,204.46 incl. GST
 Size mm: 280x129



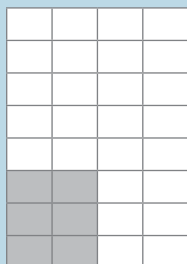
5 mods high

Code: T52
 M-F: \$7,352.20
 \$8,087.42 incl. GST
 Sat: \$9,245.80
 \$10,170.38 incl. GST
 Size mm: 233x129



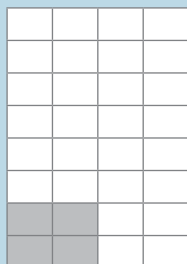
4 mods high

Code: T42
 M-F: \$5,881.76
 \$6,469.94 incl. GST
 Sat: \$7,396.64
 \$8,136.30 incl. GST
 Size mm: 186x129



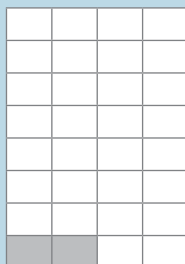
3 mods high

Code: T32
 M-F: \$4,411.32
 \$4,852.45 incl. GST
 Sat: \$5,547.48
 \$6,102.23 incl. GST
 Size mm: 139x129



2 mods high

Code: T22
 M-F: \$2,940.88
 \$3,234.97 incl. GST
 Sat: \$3,698.32
 \$4,068.15 incl. GST
 Size mm: 92x129



1 mod high

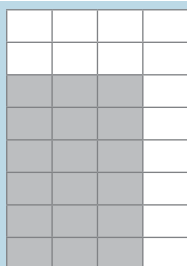
Code: T12
 M-F: \$1,470.44
 \$1,617.48 incl. GST
 Sat: \$1,849.16
 \$2,034.08 incl. GST
 Size mm: 45x129

SMH Tabloid Sections Modular Rates

Valid from July 2011

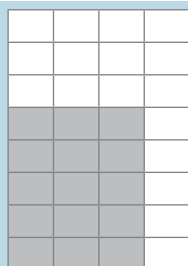
These sizes and rates are applicable to the following sections; Business Day (M-S), Sports Day (M-S), News Review, Good Living, Money, Spectrum, Traveller, Metro and tabloid special reports.

3 Modules Wide



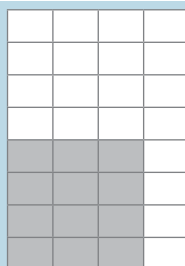
6 mods high

Code: T63
 M-F: \$13,233.96
 \$14,557.36 incl. GST
 Sat: \$16,642.44
 \$18,306.68 incl. GST
 Size mm: 280x194



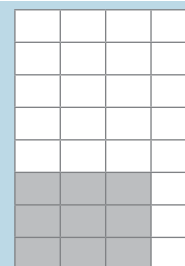
5 mods high

Code: T53
 M-F: \$11,028.30
 \$12,131.13 incl. GST
 Sat: \$13,868.70
 \$15,255.57 incl. GST
 Size mm: 233x194



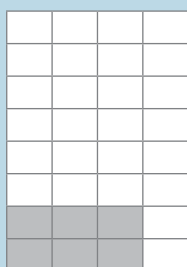
4 mods high

Code: T43
 M-F: \$8,822.64
 \$9,704.90 incl. GST
 Sat: \$11,094.96
 \$12,204.46 incl. GST
 Size mm: 186x194



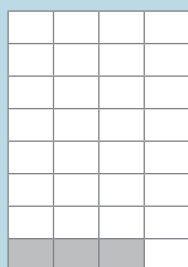
3 mods high

Code: T33
 M-F: \$6,616.98
 \$7,278.68 incl. GST
 Sat: \$8,321.22
 \$9,153.34 incl. GST
 Size mm: 139x194



2 mods high

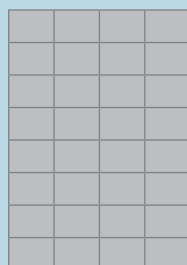
Code: T23
 M-F: \$4,411.32
 \$4,852.45 incl. GST
 Sat: \$5,547.48
 \$6,102.23 incl. GST
 Size mm: 92x194



1 mod high

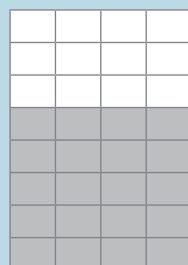
Code: T13
 M-F: \$2,205.66
 \$2,426.23 incl. GST
 Sat: \$2,773.74
 \$3,051.11 incl. GST
 Size mm: 45x194

4 Modules Wide



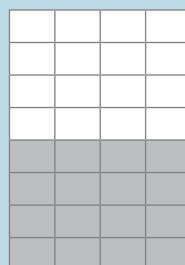
8 mods high

Code: T84
 M-F: \$23,527.04
 \$25,879.74 incl. GST
 Sat: \$29,586.56
 \$32,545.22 incl. GST
 Size mm: 374x260



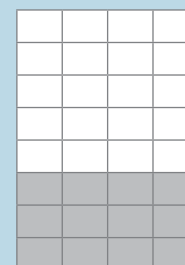
5 mods high

Code: T54
 M-F: \$14,704.40
 \$16,174.84 incl. GST
 Sat: \$18,491.60
 \$20,340.76 incl. GST
 Size mm: 233x260



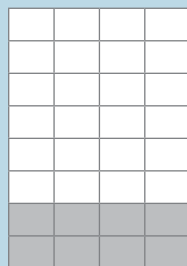
4 mods high

Code: T44
 M-F: \$11,763.52
 \$12,939.87 incl. GST
 Sat: \$14,793.28
 \$16,272.61 incl. GST
 Size mm: 186x260



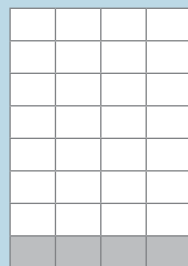
3 mods high

Code: T34
 M-F: \$8,822.64
 \$9,704.90 incl. GST
 Sat: \$11,094.96
 \$12,204.46 incl. GST
 Size mm: 139x260



2 mods high

Code: T24
 M-F: \$5,881.76
 \$6,469.94 incl. GST
 Sat: \$7,396.64
 \$8,136.30 incl. GST
 Size mm: 92x260



1 mod high

Code: T14
 M-F: \$2,940.88
 \$3,234.97 incl. GST
 Sat: \$3,698.32
 \$4,068.15 incl. GST
 Size mm: 45x260

Annual Spend Level Discounts - Price Per Single Module

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%
Monday to Friday	\$735.22	\$713.15	\$691.09	\$676.39	\$654.33	\$624.92	\$602.87
Monday to Friday (incl. GST)	\$808.74	\$784.47	\$760.20	\$744.03	\$719.76	\$687.41	\$663.16
Saturday	\$924.58	\$896.84	\$869.10	\$850.61	\$822.86	\$785.89	\$758.15
Saturday (incl. GST)	\$1,017.04	\$986.52	\$956.01	\$935.66	\$905.15	\$864.48	\$833.97

Note: These sizes and rates are applicable to the following sections; Business Day (M-S), Sports Day (M-S), News Review, Good Living, Money, Spectrum, Traveller, Metro and tabloid special reports.

Pricing is as easy as...

- 1 Select the size and day
- 2 Apply your spend discount
- 3 Apply position load
- 4 Apply colour load

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 2 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 *The Sydney Morning Herald* 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
addesigns@fairfaxmedia.com.au
(02) 8777 6956

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

Advertisement Size

Sizes between 40cm and 55cm in depth in broadsheet sections will be accepted but charged the full depth of the page. 10 column advertisements will be accepted but charged at 11 columns.

Broadsheet Full Page 55cm deep x 11 columns
Minimum size 16 column cm or T21

Note: All rates are in Australian Dollars.

The Sydney Morning Herald Advertising Rates

Valid from July 2011

Broadsheet Display Rates

News Display, Broadsheet Sections

Annual Spend Levels (Excl Gst)	Casual	\$106,270	\$245,745	\$478,200	\$690,735	\$1,082,600	\$2,092,140
Monday - Friday	\$89.95	\$87.26	\$84.55	\$82.76	\$80.05	\$76.46	\$73.77
Monday - Friday (incl. GST)	\$98.95	\$95.99	\$93.01	\$91.04	\$88.06	\$84.11	\$81.15
Saturday	\$112.51	\$109.14	\$105.76	\$103.52	\$100.13	\$95.63	\$92.26
Saturday (incl. GST)	\$123.76	\$120.05	\$116.34	\$113.87	\$110.14	\$105.19	\$101.49

Rate per single column centimetre.

Full Pages

	Cost Calculated As	M-F	Incl. GST	Saturday	Incl. GST
Full Page	55cm x 11col (mono)	\$54,419.75	\$59,861.73	\$68,068.55	\$74,875.41
Full Page	55cm x 11col (colour)	\$70,745.68	\$77,820.25	\$88,489.12	\$97,338.03
Tabloid Size	38cm x 7 col (mono)	\$23,926.70	\$26,319.37	\$29,927.66	\$32,920.43
Tabloid Size	38cm x 7 col (colour)	\$31,104.71	\$34,215.18	\$38,905.96	\$42,796.56

Note: Cost based on Casual Rates.

Special Positions – News Display Monday To Friday

Position	Max Size	M-F	Incl. GST	Saturday	Incl. GST
EGN Page 1	#	#	#	#	#
Watermark	Size and position on application	#	#	#	#
Super Panorama	#	#	#	N/A	N/A

*Subject to availability, price on application.

*Note: Size may vary. Priority given to bookings in conjunction with strip ads.

Special Positions – Business Day And Sports Day Monday to Saturday

Position	Max Size	M-F	Incl. GST	Saturday	Incl. GST
Page 1	T24 (92mm x 260mm)	\$7,646.29	\$8,410.92	\$9,615.63	\$10,577.20
Share Listing P 1&3	Island Ad (34mm x 172mm)	\$3,090.00	\$3,399.00	\$3,090.00	\$3,399.00
Share Listing P2	T22 Island Ad (92mm x 128.8mm)	\$4,411.32	\$4,852.45	#	#
Ear Spaces*	*	*	*	*	*

*Size and position vary. Booked in conjunction with strip ads. Price on application.

*Subject to availability, price on application.

Colour Loadings

	Loading	Minimum Loading
Colour	30%	\$1,680.00 (\$1,848.00 incl. GST)

Loadings

Preferred Position Loadings - News

Position	Monday to Friday	Saturday
Page 1*	*	*
Page 2	50%	60%
Page 3	60%	50%
Page 4, 5	50%	50%
Page 6, 7	40%	50%
Page 8-11	30%	40%
Page 12+	-	25%
Features Page	25%	-
Opening World News	25%	30%
Opinion Page (Letters)	40%	40%
Right Hand Page	40%	30%
Specified Page	40%	40%
Specified Position	40%	40%
Solus Advertising (140+cms)	50%	50%
Consecutive or Facing Pages	30%	40%
Panorama	30%	30%
Split Run*	25%	-

Sections

Position	Monday To Friday	Saturday
Business Page 1*	*	*
Business Page 3	40%	40%
Sport Page 1*	*	*
Sport Page 3	30%	30%
Sections/Special Reports Page 1	50%	50%
Sections Page 3	40%	40%

*Subject to availability. †Price on application.

Deadlines

Advertising Deadlines

Day/Section	Booking Deadline	Cancellation Deadline	Material Deadline
Monday to Friday			
News	Noon 2 days prior	10am 3 working days prior	3pm day prior
Business Day	Noon 2 days prior	10am 3 working days prior	3pm day prior
Sport	Noon 2 days prior	10am 3 working days prior	3pm day prior
Page One	Details available upon application		
Saturday			
News	Noon Thursday	10am Wednesday	Noon Friday
News Review	Noon Thursday	10am Wednesday	Noon Friday
Weekend Business	Noon Thursday	10am Wednesday	Noon Friday
Sport	Noon Thursday	10am Wednesday	Noon Friday
Sections			
Page One	Subject to availability	20 working days prior	
The Guide*	Noon Monday	6 working days prior	3pm Thursday
Good Living	Noon Tuesday	6 working days prior	5pm Thursday
Money	10am Wednesday week prior	6 working days prior	Noon Monday
The Form	10am Tuesday	5 working days prior	Noon Wednesday
Metro	5pm Thursday week prior	6 working days prior	Noon Wednesday
Drive Life	5pm Tuesday	10am Monday	3pm Wednesday
Traveller	Noon Friday week prior	5pm Thursday week prior	3pm Tuesday
Spectrum	Noon Thursday prior	6 working days prior	Noon Wednesday
Other Deadlines			
Special Reports	Deadlines available for each report		
Watermark	Subject to availability	20 working days prior	
Preferred Positions	Subject to availability	10 working days prior	
New or creative shapes	available on application	10 working days prior	

*Refer to The Guide rate card for rates, deadlines, and specifications

Australia

NSW Fairfax Media Publications Pty Limited Level 3, 1 Darling Island Road Pyrmont, New South Wales 2009 Phone: (02) 9282 1734 Fax: (02) 9282 1748	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	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
VICTORIA Fairfax Media Publications Pty Limited Media House, 655 Collins St Melbourne, Victoria 3000 Phone: (03) 8667 2000 Fax: (03) 9601 2929	SOUTH AUSTRALIA Fairfax Media Publications Pty Limited 124 Franklin Street Adelaide, South Australia 5000 Phone: (08) 8212 1212 Fax: (08) 8212 1210	

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	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	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
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	THAILAND Publicitas Thailand 5th Floor, Lumpini I 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	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
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	MALAYSIA Publicitas International Malaysia S105, 2nd Floor, Centrepoint, Lebuhr 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	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
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	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: catherine.ha@publicitas.com	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
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		

Visit us at
www.adcentre.com.au

Terms and Conditions

FAIRFAX MEDIA 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 that 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.