Beef Australia Limited

Advertising Terms & Conditions

In this Agreement, except insofar as the context or subject matter otherwise, indicates or requires:

"Publisher" means Beef Australia Limited ABN 34 111 657 160.
"Advertising" means photographs, TV commercials (TVC), artwork, talent or other material submitted by the Advertiser to the Publisher for inclusion in the Production.
"Advertiser" means any person or organisation that places advertising with the Publisher.
"Production" means the Beef Australia Beef TV program as produced by the Publisher in which the Advertiser has purchased content.
"Publication" means any printed publication, official program, official collateral and or brochure developed by the Publisher.
"Production Date" is the date that the Production and/or Publication is released for general distribution.
"Rate Card" means the current list of prices, charges and guidelines for Advertising as provided by the Publisher to the Advertiser.

1. Publication of Advertising

(a) Subject to these Terms, the Publisher will use its reasonable endeavours to publish Advertising submitted by an Advertiser in the format submitted by the Advertiser and in accordance with the placement requests of the Advertiser.
(b) The Advertiser grants the Publisher a global, royalty-free, non-exclusive, irrevocable licence to publish, and to sub-licence the publication of, the Advertising in any form and in any publishing and/or broadcasting medium (which includes, but is not limited to the world wide web). The Advertiser warrants that it has the right and authority to grant the Publisher the licence referred to in this Clause.

2. Right to Refuse Advertising

(a) Neither these Terms nor any written or verbal quotation by the Publisher represent an offer to publish the Advertising. A binding agreement in relation to a request for Advertising will only be formed between the Publisher and an Advertiser when the Advertiser has paid for their Advertising.
(b) Even if an agreement has been formed in accordance with the above Clause, the Publisher reserves the right to refuse or withdraw from publication of any Advertising at any time without providing its reasons.

3. Advertising Submission

(a) The Advertiser warrants to the Publisher that the Advertising and the publication by the Publisher of the Advertising does not breach or infringe:
(i) the Trade Practices Act (Commonwealth), Fair Trading Acts (State) or equivalent legislation;
(ii) any copyright, trademark, obligation of confidentiality or other personal or proprietary right;
(iii) any law of defamation, obscenity or contempt of any court, tribunal or royal commission;
(iv) State or Commonwealth anti-discrimination legislation;
(v) the Privacy Act (Commonwealth);
(vi) the financial services provisions of the Corporations Act; or
(vii) any law or applicable code (including any common law, statute, delegated legislation, rule or ordinance of the Commonwealth, or any State or Territory).
(b) The Advertiser warrants that in respect of Advertising that 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 Advertiser has obtained the authority of that person to make use of his/her name or representation or the copy.
(c) The Publisher will endeavour to take reasonable care of Advertising material in its custody and control, but will not be responsible for any loss or damage to Advertising material (even if caused by the Publisher's negligence).
(d) All Advertising material submitted by the Advertiser must comply with the Publisher's specifications. The Publisher may reject the Advertising material if it is not submitted in accordance with such specifications.
(e) Print Advertising material must be submitted prior to the "Advertising Material Deadline" for the publication. Deadline information is as provided in the relevant correspondence from the Publisher to the Advertiser.
(f) TVC Advertising material must be submitted prior to the "Advertising Material Deadline" for the publication. Deadline information is as provided in the relevant correspondence from the Publisher to the Advertiser.
(g) The Advertiser warrants that the rights to all photographs, artwork and content of the Advertisement are owned by the Advertiser or appropriate written permissions have been obtained from the owner of the photographs, artwork and/or content to be used in the specific Advertiser's Advertisement.

4. Advertising Publishing & Performance

(a) The Publisher makes no warranties or representations as to the performance of the Advertisement in regard to the number of readers of the publication or production or any level of business generated by the publication or production.
(b) Subject to Clause 9, the Publisher is not liable for any loss, damages or liabilities arising from the publication of the Advertisement.
(c) The Advertiser acknowledges that the Publisher may at its discretion include additional features or inclusions such as editorial content or articles based on the Advertisement content.

5. Errors & Omissions

(a) The Advertiser must promptly:
(i) check proofs of Advertising, if these are provided to the Advertiser by the Publisher; and
(ii) notify the Publisher of any errors or omission in the proofs or any published Advertising.
(b) The Publisher does not accept responsibility for any errors in Advertising placed by verbal communication.
(c) The Publisher does not accept responsibility for any errors in Advertising material received from third parties.
(d) If an Advertiser wishes to make a claim on the Publisher for credit, re-publication or any other remedy in respect of Advertising, the Advertiser must send the claim in writing to the Publisher no later than 7 days after the Production Date.

6. Advertising Rates and GST

(a) The Advertiser must pay for Advertising in accordance with the rates provided in the relevant correspondence from the Publisher to the Advertiser, or as otherwise agreed, at the casual or basic rate. Rates specified –
(i) are exclusive of taxes, duties or GST ("Taxes"), unless specified otherwise
(ii) are in Australian Dollars unless specified otherwise.

7. Cancellations

(a) If the Advertiser wishes to cease publication of the Advertising or cease any work requested to be performed by the Publisher after issuing instructions for the Publisher to proceed with the work, the Advertiser must request the Publisher's consent in writing and:
(i) for all Advertising, the Advertiser must cancel Advertising in writing prior to the "Booking Deadline" date.
(b) if the Publisher consents, the Advertiser must pay the Publisher:
(i) in the Publisher's absolute discretion, a cancellation fee of up to 100% of the Advertising booking or of the work being done.

8. Payment

(a) All amounts shown on the booking form are in Australian Dollars unless specified otherwise.
(b) The Advertiser must pay in Australian Dollars.
(c) The Advertiser must pay for Advertising at time of booking.
(d) The Advertiser must pay for Advertising in accordance with the level of the Advertising material booked by the Advertiser in accordance with the Rate Card.

9. Liability

(a) The Advertiser acknowledges that it has not relied on any advice given or representation made by or on behalf of the Publisher in connection with the Advertising.
(b) The Publisher excludes all implied conditions and warranties from these Terms, except any condition or warranty (such as conditions and warranties implied by the Trade Practices Act and equivalent State acts) which cannot by law be excluded ("Non-excludable Condition").
(c) The Publisher limits its liability:
(i) for breach of any Non-Excludable Condition (to the extent that liability for such breach can by law be limited); and
(ii) for any other error or omission in published Advertising caused by the Publisher, at the Publisher's option, to the re-supply of the Advertising affected by the breach, or payment of the cost of the re-supply.
(d) The Advertiser indemnifies the Publisher 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 Advertiser's breach of these Terms and any negligent or unlawful act or omission of the Advertiser in connection with the Advertising.

10. Privacy

(a) The Publisher collects an Advertiser's personal information to provide the Advertising to the Advertiser and for invoicing purposes.
(b) More information about The Publisher's privacy policy is available at www.beefaustralia.com.au.

11. General

(a) These Terms represent the entire agreement of the Advertiser and the Publisher in relation to Advertising and cannot be varied except in writing by an authorised officer of the Publisher.
No purchase order or other document issued by the Advertiser will vary these terms.
(b) The Publisher will not be liable for any delay or failure to publish Advertising caused by a factor outside the Publisher's reasonable control (including, but not limited to, any Act of God, war, breakdown of plant, industrial dispute, electricity failure, pandemic , governmental or legal restraint).