

Conditions of trade:**Platform: The Business Finder Publication – Whangarei's local Business directory**

All advertisements are accepted subject to the approval of copy and availability of space and whilst such advertisements are accepted in good faith, the promoters disclaim all liability for trade names, trademarks used by advertisers, the proprietors reserve the right to decline, cancel or omit an advertisement at any time without assigning a reason and no liability will be accepted for loss occasioned by the failure of any advertisement to appear from any cause whatsoever, or for any errors therein. No guarantee can be made on the positioning of the advertisement nor will exclusivity be given to any advertiser due to the nature of this product. Pagination is at the sole discretion of the Publisher.

The Publisher reserves the right to delay publication, of any edition of the Title, or Title Website, in the event of unforeseen circumstances. Should the title be unable to be published for whatever reason, or should distribution and or the sponsoring partner for the Title change, or should the copy be rejected from appearing within the Title, the Publisher, at its sole discretion, reserves the right to transfer the booking into another Title reaching a similar audience.

The Buyer is solely responsible for the submission to the Publisher of suitable and accurate copy, by the copy deadline and must ensure the copy i.e. the text, images and all other materials from which it is comprised) complies with the Publisher's specific requirements. If suitable copy is not received by the copy deadline, the Publisher reserves the right to repeat the copy last used. Late delivery of suitable copy after the copy deadline will incur forfeiture of the space booked at full cost.

The Publisher reserves the right to refuse or suspend unacceptable copy at any time after providing justification, including but not limited to the supply of required references/evidence in a timely manner to substantiate claims made. If such action is deemed necessary, no claim on the part of the Buyer, or any other party for damages, or breach of contract shall be accepted. The Publisher reserves the right to charge supplementary processing charges where advertisement copy is not supplied in accordance with the copy specifications. Should an advertisement not appear due to the act or default of the Buyer, then the space allocated shall be paid for in full, notwithstanding that the advertisement has not appeared and the space become forfeit.

All rights reserved. The Business Finder owns all intellectual property surrounding this publication including layout, editorial, display adverts, and photographs. No part of this publication may be reproduced, sold or transmitted in any form or by any means, including photocopying and recording without the written permission of the publisher.

By confirmation of media booking via email, the buyer accepts The Business Finder's terms and conditions.

Conditions of trade:**Platform: Outdoor and Indoor Digital**

Artwork: Must be received at least three days before campaign commencement

Compliance: NZTA Guidelines for Illuminated signage to be taken into consideration

Format: Jpeg and PDF files to be supplied

Design Style: Large Font with between 50 -80 characters for best display

Bold and bright colours to be used for display

Whangarei billboard: 1024px wide x 768px high

Whangaparaoa billboard: 1800px wide x 1800px high

New World Indoor Video Wall: 1920px wide x 1080px high

Cancellation: If a campaign might be cancelled or postponed, the agent must give at least 14 days' notice.

Terms and Conditions

This agreement consists of two parts, the Advertising Agreement and the Terms and Conditions. Advertising agreement The Advertising agreement shall include the following information: Client contact information, including order number (if applicable); Placement start and end date Positioning (if applicable), the rate; discounts (if applicable); and amount due.

TERMS OF PAYMENT: Advertiser must submit to The Business Finder the amount due, as specified in the Advertising terms, within two weeks of the invoice date, unless otherwise arranged.

In the event of any failure by the Advertiser to make timely payment, The Business Finder will suspend display adverts until payment is received.

The Advertiser will be responsible for all reasonable expenses, including solicitor fees, incurred by The Business Finder in collecting payment. Unarranged late payments will incur a 2% management fee.

POSITIONING: Except as otherwise expressed, the positioning of advertisements on/in The Business Finder is at our sole discretion.

OPERATING: The Business Finder endeavour to operate 95% of the agreed time.

Power failure and other external influences, out of The Business Finder's control (when higher than the agreed 5%) will be discussed with the client. Compensation shall be discussed on an individual basis.

ADVERTISING MATERIALS: Advertiser will provide all materials for the advertisement in accordance with The Business Finder's policies in effect at the time, including without limitation the manner of transmission to The Business Finder and the lead-time prior to publication of the advertisement.

The Business Finder shall not be required to publish any advertisement that is not received in accordance with such policies.

All changes to advertisement placements must be made in writing to The Business Finder and must be received prior to the deadline.

Advertiser hereby grants to The Business Finder and its agents a non-exclusive, worldwide, perform, reproduce, display, transmit, and distribute the advertisement and all contents therein in accordance with the

Agreement. ARTWORK: Unless supplied, The Business Finder owns all intellectual property.

No part may be reproduced, sold or transmitted in any form or by any means, including photocopying and recording without the written permission of The Business Finder.

If the Advertiser uses third parties to serve the advertisement, the Advertiser shall be responsible for such third parties compliance with this Agreement.

APPROVAL: All advertisements are accepted subject to the approval of copy and availability of space and whilst such advertisements are accepted in good faith, the promoters disclaim all liability for trade names, trademarks used by advertisers, the proprietors reserve the right to decline, cancel or omit an advertisement at any time without assigning a reason and no liability will be accepted for loss occasioned by the failure of any advertisement to appear from any cause whatsoever, or for any errors therein.

All rights reserved. RIGHT TO REJECT ADVERTISEMENT: The Business Finder reserves the right to approve the content of all advertisements. We also reserve the right to reject, or cancel any advertisement, Advertising Order, or positioning commitment at any time, for any reason whatsoever, including the belief that the placement of an advertisement may subject The Business Finder to criminal or civil liability.

The Business Finder makes no warranty, express or implied, with respect to any matter, including without limitation advertising and other services, and expressly disclaims the warranties or conditions of non-infringement, merchantability, and fitness for any particular purpose.

Limitations of liability: In the event, The Business Finder fails to display an advertisement in accordance with the schedule provided in the Advertising Order, or in the event The Business Finder fails to deliver the full time period of the Advertising Order, or in the event of any other failure, technical or otherwise of such advertisement to appear as provided in the Advertising Order, the sole liability of The Business Finder, and exclusive remedy of Advertiser, shall be limited to placement of the advertisement at a later time in a comparable position until the total advertising time is delivered. In no event shall The Business Finder be liable for any act or omission, or any event directly or indirectly resulting from any act or omission, of any third parties. In no event shall the business finder be liable under this agreement for any consequential, special, lost profits, indirect or other damages, whether based in contract, tort or otherwise, even if the business finder has been advised of the possibility of such damages and notwithstanding any failure of essential purpose of any limited remedy. The business finder aggregate liability under this agreement for any claim is limited to the amount received by the business finder from advertiser for the advertising order giving rise to the claim. Without limiting the foregoing, The Business Finder shall have no liability for any failure or delay resulting from any governmental action, fire, flood, insurrection, earthquake, power failure, riot, explosion, embargo, strikes (whether legal or illegal), labour or material shortage, transportation interruption of any kind, work slowdown, or any other condition affecting production or delivery in any manner beyond The Business Finder's control. Advertiser acknowledges that The Business Finder has entered into this Agreement in reliance upon the limitations of liability set forth herein, and that same is an essential basis of the bargain between the parties. GOVERNING LAW: This Agreement shall be governed by and construed in accordance with the laws of the New Zealand, without giving effect to principles of conflicts of law. All disputes arising out of, or relating to, the interpretation or performance of this Agreement shall be resolved and settled by arbitration in accordance with the arbitration rules of the New Zealand Arbitration Association Rules by a single arbitrator who is mutually agreeable to the parties or, if no agreement can be reached. Such arbitration shall

be conducted in the English language and shall be binding on both parties. The arbitrator shall make detailed findings of fact and determinations of law in writing in support of his/her decision and may award reimbursement of solicitor's fees and other costs of arbitration to the prevailing party, in such manner as the arbitrator shall deem appropriate. Judgment upon the award rendered in the arbitration may be entered in any court of competent jurisdiction. The use of any mediation procedures prior to arbitration proceeding may not be construed under the doctrines of laches, waiver, or estoppel to affect adversely the rights of either party. Both parties waive and agree not to assert any defence in a proceeding for the enforcement of such an arbitration award that such arbitration proceeding lacked jurisdiction over the party, or was conducted in an inconvenient or improper forum. Both parties agree (1) that a proceeding to enforce an arbitration award shall be brought exclusively in New Zealand, (2) to waive any claim or defence of inconvenient forum, (3) to confer personal jurisdiction on such courts, and (4) to waive any objection to venue in such courts. NO ASSIGNMENT: Advertiser may not resell, assign, or transfer any of its rights under the Agreement. Any attempt by Advertiser to resell, assign, or transfer such rights shall result in immediate termination of the Agreement, without liability to The Business Finder for such termination. MISCELLANEOUS: This Agreement may be amended only by a writing executed by a duly authorized representative of each party. Advertiser shall make no public announcement regarding the existence or content of the Advertising Order without The Business Finder's prior written approval which approval shall not be unreasonably withheld. The waiver of any breach or default of this Agreement will not constitute a waiver of any subsequent breach or default and will not act to amend or negate the rights of the waiving party. If any provision contained in this Agreement is determined to be invalid, illegal, or unenforceable in any respect under any applicable law, then such provision will be severed and replaced with a new provision that most closely reflects the original intention of the parties, and the remaining provisions of this Agreement will remain in full force and effect.

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The Business Finder ®

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