

Terms and Conditions

Last updated: 31 May 2019

Welcome to our Service. These are our Terms & Conditions for use of the Service which You may access in several ways, including but not limited to the web, PDAs, mobile phones and RSS feeds. These Terms & Conditions apply whenever You access the Service, regardless of how you access the Service.

A list of Definitions can be found at the end of this document.

Nationwide News Pty Limited (News) is the operator of this Service. In some circumstances, You can use the Service to acquire advertising services in relation to a Publication published by an entity which is a related body corporate of News.

In those instances: (a) either News enters into this agreement with You on behalf of that Publisher or News may assign its rights and/or subcontract its obligations under these Terms and Conditions to that Publisher; and (b) that Publisher may exercise the rights of News under these Terms and Conditions as if it were News, without restriction.

1. SERVICE USE TERMS & CONDITIONS

1.1. Use of this Service

- a. News is the owner and operator of this Service.
- b. Each user of this Service (User or You) agrees to be bound by these Terms & Conditions. Your use of and access to this Service indicates Your acceptance of these Terms & Conditions, as they exist at the time of use.
- c. News may amend these terms and conditions at any time by posting changes on the Service. If You use the Service (other than to review the amended terms) after a notice of change has been provided, You will be deemed to have accepted the new terms and conditions.

1.2. Content and functionality of the Service

- a. News may alter, suspend or discontinue the Service and/or its functionality and/or the content made available through the Service at any time, with or without notice to Users, and, to the full extent permitted by law and subject to the remainder of these Terms and Conditions, News will not be liable to any User or to any third party should it exercise such rights.
- b. In some circumstances the Service will allow Users to access and download certain content onto Your device(s). Some such content may not be available at all times in the future for

subsequent download and News will have no liability to You in such circumstances subject to the remainder of these Terms and Conditions.

1.3. Intellectual Property

- a. All intellectual property in relation to content on this Service belongs to News or its licensors, advertisers or affiliates. You obtain no interest in that intellectual property. All content on this Service is protected by Australian and international copyright and other intellectual property laws. You may not do anything which interferes with or breaches those laws or the intellectual property rights in the content.
- b. You may download and view content or print a copy of material on this Service for personal, non-commercial use provided You do not modify the content in any way (including any copyright notice). All rights not expressly granted under these terms of use are reserved by News. Unless expressly stated otherwise, You are not permitted to copy, or republish anything you find on the Service without the copyright or trademark owners' permission.
- c. The logos of the Service are trademarks of News or its related bodies corporate. Other trademarks may be displayed on the Service from time to time. These may belong to third parties. Nothing displayed on the Service should be construed as granting any licence or right of use of any logo, trademark or masthead displayed on the Service, without the express written permission of the relevant owner.

1.4. Liability & Indemnity

- a. News does not exclude any rights and remedies in respect of goods or services under the Australian Consumer Law in the Competition and Consumer Act 2010 (ACL) or equivalent State or Territory legislation which cannot be excluded, restricted or modified. News otherwise excludes all rights, remedies, guarantees, conditions and warranties in respect of goods or services from your use of this Site whether based in statute, common law or otherwise to the extent permitted by law. To the fullest extent permitted by law, including the ACL, the following provisions apply:
 - i. News will have no responsibility or liability in relation to any loss or damage that You incur to your software or hardware, arising from your use of or access to this Service.
 - ii. News does not warrant that functions of this Service or which You access through this Service, such as hyperlinks, will be uninterrupted or error free, that defects will be corrected, that there will be no technical problems which prevent or unreasonably delay delivery of the Service or any content which ought to be accessible through the Service, or that News or the server that makes it available, are free of viruses or bugs.
- b. Where permitted under local law, including the ACL, liability of News, for any breach of a term or condition implied by law is limited at News' discretion, to the supply of any service again or the payment for the cost of having any service supplied again. However, News cannot limit its liability in this manner if You establish that it would not be fair or reasonable for News to do so.

1.5. Third Party Content & Links

- a. This Service may include third party content which is subject to that third party's terms and conditions of use. Nothing on this Service should be construed as granting any licence or right for You to use that content.
- b. This Service may include links to third party sites which are not related to News and in relation to which News has no control or interest. The appearance of those links on this Service does not indicate any relationship between News and that third party or any endorsement by News of that third party, its site or the products or services which it is advertising.

1.6. Google Maps

- a. By using the Google Maps service or any data or information accessed from Google Maps, You also agree to be bound by the Google Maps terms and conditions.
- b. The terms and conditions can be found at the following URL:

http://www.google.com/intl/en_us/help/terms_maps.html

1.7. General

- a. Users will not use this Service for any purpose or in any way which is unlawful.
- b. This agreement is governed by the laws of New South Wales (NSW), Australia and the parties submit to the jurisdiction of the courts of NSW. If any provision in this agreement is invalid or unenforceable under applicable law, the remaining provisions will continue in full force and effect.

2. ADVERTISING TERMS & CONDITIONS

This section 2 applies when you use the Service to book or acquire advertising to be published in a Publication.

2.1. Using the Service;

- a. These Advertising Terms and Conditions incorporate by reference the News Corp Australia National Advertising Terms and Conditions (the current version of which can be seen here) and they apply to every booking made using this Service by You for the publication of an Advertisement in a Publication.
- b. You are responsible for all fees and charges You incur when accessing and using the Service. These may include the fees and charges of internet service providers, telecommunications carriers and other third parties.
- c. News may modify these Terms & Conditions from time to time. It is Your responsibility to remain familiar with these Terms & Conditions and to understand the changes. Notification of changes these Terms & Conditions shall be deemed to be given to all Advertisers immediately upon publication of the amended conditions or other written notice, which shall apply to all advertising booked after the date of that publication (except where there is an express written agreement between the Publisher and Advertiser that those amendments will not apply to particular advertisements). You may not

register on behalf of anyone else and You may not allow anyone else to use Your registration details to access and use the Service.

- d. You will maintain the security of Your password. You are responsible for all activity on the Service that occurs using Your password including activity generated by a third party using Your password with or without Your permission except where such activity is as a result of our negligence or gross misconduct.
- e. Fraudulent use of a credit card, PayPal account or other payment method by You will automatically absolve News and the Publisher from any liability. News and the Publisher will co-operate with any law enforcement agency with respect to the fraudulent use of such payment method and provide all relevant details pertaining to Your transactions conducted on this Service. At the time of notification of the fraudulent activity, all Advertisements charged to the notified credit card, PayPal account or other method will be cancelled immediately.
- f. If Your payment method fails Your Advertisement will not be posted.

2.2. Prohibited Content

- a. Your Advertisement must not advertise any prohibited items. The Publisher reserves the right to remove, delete or not publish any Advertisements which advertise prohibited content and items. Prohibited items and content include, but are not limited to:

Airport services Airline tickets and other transport tickets

Alcoholic Beverages Alcohol stills with a capacity over 5 litres (unless You have permission from the ATO to sell that still)

Blood, Bodily Fluids, Body Parts and Bodily Remains

Boat Moorings

Burglary Tools

Counterfeit Products, replicas or knock-off brand name goods

Credit products including loans of any kind

Drugs and drug paraphernalia, controlled substances, substances and items used to manufacture controlled substances and drugs

Electronic Surveillance Equipment,

Embargoed Goods

Emergency services worker uniforms

Endangered or protected species, or any part of any endangered or protected species

Escort services that offer or indicate sexual services

Fireworks,

Destructive Devices and Explosives

Food and food stuffs

Gaming machines, eg. poker, slot, roulette

Government and Transit Badges, Uniforms, IDs, Documents, passports and Licenses

Hazardous Materials including but not limited to radioactive, toxic and explosive materials Identity Documents,

Personal Financial Records & Personal Information

Illegal items and services

Illegal telecommunication and electronics equipment such as access cards, password sniffers, magnetic stripe or smart card programming devices, radar scanners, traffic

signal control devices or cable descrambler Items issued to any Armed Force that have not been disposed of in accordance with that country's demilitarization policies Items referring to Nazis, the SS, or the KKK Items referring to being authentic German or Japanese WWII goods Items that relate to crime, violence or hatred Items related to an act of crime, including photographs Items that are religiously or racially offensive Items which encourage or facilitate illegal activity Items that are pornographic or otherwise classified as:

(i) Category 1 Restricted

(ii) Category 2 Restricted

(iii) X 18+

(iv) RC (refused classification)

(v) Unclassified items that would or might have one of the above classifications if they were classified Law enforcement or security worker uniforms Lottery Tickets, Sweepstakes Entries and Slot Machines Mass transit, train/bus/tram or related uniforms Material that is obscene, pornographic, adult in nature, or harmful to minors Material that infringes copyright, including but not limited to software or other digital goods which You are not authorized to sell, Medical equipment Misleading or potentially misleading job or business opportunities New merchandise or services from network marketing companies, work-from-home, independent franchisees or distributors, or similar representatives Non-prescription drugs, drugs that make false or misleading treatment claims, or treatment claims that require therapeutic goods administration "TGA" approval Offensive material Personal information or mailing lists. We do not accept the sale of bulk email, Internet Protocol (IP), Instant Messenger (IM), or mailing lists that contain names, addresses, phone numbers, or other personal identifying information. Any tools or software designed predominantly to send unsolicited commercial messages (UCE or "spam") are also not permitted. Pesticides or hazardous materials Pictures or images that contain nudity Plants and insects that are restricted or regulated Prescription drugs and devices Prostitution or advertisements that offer sex, sexual favours or sexual actions in exchange for anything Raffles Recalled items (for items recalled in Australia, please visit: <http://www.recalls.gov.au>) Satellite or cable TV descramblers Second-hand lingerie, underwear and sleepwear Selling or offering services for supplements/medicine general or pharmaceutical Stocks and Other Securities Stolen property Stuffed animals or animal products, including eggs and ivory Surrogacy or adoption of children Tickets for Declared Events in Victoria Tobacco products and related items

Transport worker uniforms:

(i) pilot

(ii) steward/stewardess

- (iii) baggage handler Unclassified films or unclassified computer games Used cosmetics, Used or rebuilt batteries or batteries containing mercury Vehicle compliance plates Weapons and related items (including, but not limited to firearms, firearm accessories, parts and magazines, ammunition, paintball guns, BB and pellet guns, tear gas, teasers, stun guns, switchblade knives, martial arts weapons, archery and/or bow and arrow equipment) Weight loss services, body transformation programs or similar services
- b. Prohibited items also include items that infringe on third party property rights. You must not advertise goods or services that infringe on third party property rights including pirated, counterfeit or unauthorised goods or services including:
 - i. Boot leg audio or video recordings; and
 - ii. Copyright circumvention devices, including mod chips for games consoles.

2.3. Advertising Terms

- a. Neither News nor the Publisher accepts responsibility for non-receipt of advertising requests through this website other than where News or the Publisher is at fault.
- b. You may be charged for author's alterations required to Advertisements if requested directly to an employee or agent of the Publisher.
- c. Rates quoted on the Service apply only to Advertisements personally placed using the Service and without the involvement of a media booking or advertising agency.
- d. If we send you a colour proof, that is not a representation or warranty that your Advertisement will be published in colour.
- e. Colour and size of an Advertisement shown on any proof is an indication only. Final print colours and size of Advertisement may vary with the print process and stock variations.

2.4. Accounts

- a. Advertisers must pay for all financial transactions conducted on the Service in advance, by credit card. You will be required to enter Your credit card details for each financial transaction.
- b. The Advertiser agrees to pay the rates specified on the Service for each Advertisement, current at the time of booking of the Advertisement.
- c. The Publisher reserves the right to pass on any fee or charge (including bank charges and credit card surcharges) imposed on the transaction to process Your payment for the Advertisement, provided such amount is advised to You at the time of the payment being processed.
- d. The Publisher reserves the right, acting reasonably, not to pay a refund while the outcome of an Advertiser initiated investigation regarding the publication or otherwise of an Advertisement is pending. News or the Publisher will endeavour to resolve any such investigation within seven (7) days.

2.5. Specific Offer Terms

The Publisher reserves the right to change or terminate a particular special offer referenced in this section 2.6 at any time without further notice. Notification of changes or termination will be published in the relevant newspaper, or posted on the relevant masthead website, where practicable and as determined by the Publisher acting reasonably. Notice of termination of or amendment to the offer will not impact the applicable terms and conditions for any previously purchased and paid for advertisements.

2.6. Buy Search Sell and My Tributes

This section 2.6 applies in relation to the use of the Buy Search Sell service and the My Tributes service (each a Service under these Terms & Conditions) and applies in addition to the rest of these Terms & Conditions.

2.6.1. General

- a. Advertisers must be located in Australia.
- b. Advertisers must be 18 years of age or over.
- c. Advertisements posted via this Service will appear online and as an additional service, You can choose to have Your advertisement placed for an additional fee in those of our metro and/or community newspapers relevant to Your local area.
- d. Each Advertisement submitted for publication on the Service requires within its content at least one method of contact, either telephone or email or online. Each Advertisement submitted for publication in print requires within its content the Advertiser's telephone number as a method of contact.

2.6.2. Fees and Services

- a. The use of the Site for private advertisers (including the placement of a basic advertisement on the Site) is free, but we may charge You for certain additional services. Business advertisers may incur a fee. If the service You use incurs a fee, You will be able to review and accept the terms (including fees) that will be clearly displayed at the time You post Your advertisement.
- b. It is the responsibility of the Advertiser to notify the Publisher of any error in fees charged immediately if it occurs. You can notify us of any error via email at ***support@newsconcierge.com.au*** . The email must contain a detailed description of the error and Your preferred method of contact.

2.6.3. Process

- a. For placement of basic online only Advertisements, You will be sent an email to activate Your Advertisement. Once the Advertisement has been confirmed it will be published on the Service.

- b. If You have chosen to place Your Advertisement online with a paid feature, Your Advertisement will be published on the Site after Your payment has been successfully processed.
- c. If You have chosen to place Your Advertisement online and in print, Your Advertisement will be published on the Service following activation while the print advertisement needs to follow the Publisher's specific process requirements for placing an Advertisement in that particular Publication, noting that each Publication and Publisher has different process requirements for placing or booking of Advertisements. There is no binding agreement for the publication of any Advertisement until the relevant processes for the particular Publisher and Publication have been completed.
- d. All print advertisements booked via this Service will be published in the next available date for Your chosen Publications. You will be advised of the dates Your print Advertisement will be published as part of confirming Your print Advertisement prior to making payment.

2.6.4. Ad Posting rules

- a. You are limited to having no more than 5 active Advertisements on this Service at any one time.
- b. When creating Your Advertisement the following content rules apply:
 - i. Only include recent and original photos of the item itself. Manufacturer, catalogue, and stock photos are not allowed.
 - ii. Do not include contact details in the ad title or body text. This includes, but is not limited to, phone number, email address and website URLs.
 - iii. No more than 10% of ad text can be in all uppercase (capital letters).
 - iv. All mandatory fields on the booking form must be completed.
 - v. Do not include prices within the ad title or body text.
 - vi. Multiple items in a single ad must be priced as one (eg bulk lot of clothes).
 - vii. Price of item must be a realistic reflection of the item's value.
- c. When creating Your Advertisement the following category rules apply:
 - i. Your advertisement can only be posted to a single category.
 - ii. You need to choose the most appropriate category when You are creating your advertisement. We will not accept ads outside the existing categories.
- iii. Pets category: When selling a cat or dog in Victoria You must include the pet's microchip unique number in Your classified ad under the Victorian Domestic Animal Act 1994.

If You are a registered business Your classified ad must also include the name of the Council that issued the unique number. Your ad will not be published if this information is not included.

- iv. The sale price of tickets cannot be greater than the original value.

2.6.5. Cancellations

- a. Cancellations by the Advertiser must be received by Publisher prior to the relevant deadline and for bookings placed through:
 - i. the call centre, then the cancellation must be made in writing; and
 - ii. the Service, then the cancellation must be made through the Service by:

- A. clicking on the 'Cancel Your Ad' link in Your advertisement confirmation email; and
- B. confirming Your request to cancel Your advertisement once You have been redirected to the Service. If You choose to cancel Your advertisement through this process, both online and print advertisements, as applicable, will be cancelled.

3. DEFINITIONS

- 3.1. Advertisement:** Means any material in any form lodged for publication or other distribution as an advertisement.
- 3.2. Advertiser:** Means each Advertiser who seeks to have Publisher publish or otherwise distribute an Advertisement.
- 3.3. Deadline:** Means the time specified by a Publication by which all material and authorisations must be received for inclusion in the next edition of the Publication.
- 3.4. Household:** Means a single place identified by its billing and street addresses and phone number.
- 3.5. Package (also called an Offer / Plan):** Means a combination of features that may contain one or more of the following features - Ad Type; Ad Style; specified number of lines or cm depth; specified number of insertions in one or more Publication/s; the number/names of the Publications the Advertisement will appear in; a fixed cost for all defined Package components or a fixed price on a variable component eg. \$x-xx/Colum Centimetre. A Publisher may offer packages from time to time to an Advertiser.
- 3.6. Publication:** Means a publication as published and distributed by a Publisher, in any format or medium including electronic, online or hard copy print.
- 3.7. Publisher:** An entity identified as such in the National Advertising Terms and Conditions.
- 3.8. Service:** This digital platform operated by News, with its home page at the URL: www.buysearchsell.com.au and www.mytributes.com.au
- 3.9. You:** The person entering into this Agreement being the Publisher's customer in whose name the account is conducted and can include an advertising agency.