

ADVERTISING TERMS AND CONDITIONS

ADVENTURES GROUP HOLDINGS PTY LTD (ABN 29 155 672 192) ADVERTISING TERMS & CONDITIONS – LISTINGS & DISPLAY ADVERTISING

All Listings & Display advertising is only accepted subject to the following Advertising terms and conditions and copy lodgement requirement. All advertising requires prepayment unless prior payment arrangements have been made and credit facilities have been approved prior to publication. All advertising will be invoiced at our Corporate casual rate unless dealer and volume discounts have been approved prior to Publication. By providing material for publication Advertisers are accepting these terms and condition which cannot be varied unless in writing by the Adventures Group Holdings CEO.

ADVENTURES GROUP HOLDINGS PTY LTD (ABN 29 155 672 192)

ADVERTISING TERMS & CONDITIONS AND COPY LODGEMENT REQUIREMENTS STANDARD TERMS & CONDITIONS

1. PROVISION OF ADVERTISING SERVICES

1.1 Publishing Services will only be provided to Advertisers subject to these Advertising Conditions and in conjunction with the terms and conditions published on Rate Cards current at the time of publication and or in the magazines.

1.2 Publishing services include both print and online. Photo Classifieds submitted for the magazines may also be published on the Adventures Websites; advertisers NOT wanting this service need to advise Adventures in writing prior to the magazine's deadline.

2. BOOKING & CONFIRMATION PROCESS

2.1 Adventures will provide a booking confirmation by email only; Advertisers should check the booking and invoicing details are correct prior to the ad deadline as outlined in Adventures production schedule. 2.2 Advertisers may place a Booking with Adventures from time to time for the provision of Publishing Services by Adventures. 2.3 Advertisers may amend any Booking or Copy already submitted by advising Adventures in writing by the ad deadline. 2.4 Advertisers may cancel all or part of a Booking without penalty if written notice is given to Adventures in writing before the ad deadline. 2.5 If an Advertiser cancels all or part of a Booking after the ad deadline, Adventures is entitled to payment for the Booking. 2.6 Bookings accepted by Adventures after the ad deadline may not be cancelled by the Advertiser.

3. RATES AND PAYMENT

3.1 The applicable rate for any Booking will be the rate specified on the current Rate Card.

3.2 The Advertiser must pay the applicable rates to Adventures at the time of presentation of Adventures invoice or on such later date as may be specified by Adventures. 3.3 Production costs will also be payable by an Advertiser at Adventurer's standard rates from time to time where production costs are incurred on behalf of the Advertiser. 3.4 Adventures may in its discretion provide agency and/or volume discounts.

5. CREDIT TERMS

5.1 Notwithstanding clause 3, if a Dealer has a current Credit Account with Adventures, credit terms as specified by Adventures will apply. 5.2 In the event that payments due are not received within 30 days of the date of invoice, the Credit Account may be terminated and any further Bookings made by the Dealer may be cancelled (unless payment is received with copy).

6. CONDITIONS RELATING TO PUBLISHING SERVICES

6.1 Adventures may, at its discretion, refuse to accept any copy or part of the copy for publication for any reason and may at any time cancel or reschedule any booking.

6.2 Adventures may, at its discretion, refuse Publishing Services to Advertisers if the Advertiser is in breach of these conditions or any agreement between Advertiser and Adventures.

6.3 If a booking is cancelled, expired or suspended, rates will be adjusted to the actual amount of space used in relation to that booking.

6.4 Allocated advertising space may not be resold or sub-licensed by the Advertiser.

6.5 No guarantee will be given to any preferred position requested by the Advertiser.

6.6 Adventures makes no warranties in relation to proximity of publication of Copy relative to publication of copy relating to competing products or services.

6.7 If Adventures is unable to perform an obligation under these conditions by reason of an event outside Adventures reasonable control, performance of that obligation is suspended.

6.8 The maximum term of booking accepted by Adventures is twelve months unless agreed in writing by Adventures.

6.9 No responsibility will be accepted for any loss arising from the failure of an advertisement or any part thereof to appear or from any error from an advertisement in the publication.

7. COPY LODGEMENT

7.1 Advertisers must lodge Copy prior to the ad deadline as outlined in Adventures Production Schedule. 7.2 If Copy is not lodged as required by Adventures, Adventures is entitled to payment for the Booking and may at its election publish Copy previously provided by the Advertiser, cancel the Booking and / or apply a late Copy charge. 7.3 Adventures reserves the right to place the word "advertisement" above or below any Copy which in Adventures opinion resembles editorial matter.

7.4 No responsibility will be taken by Adventures for any Copy left uncollected after 3 months from the date of publication. 7.5 No responsibility is taken for late dispatch or delivery of magazines due to circumstances beyond our control.

8. WARRANTIES

8.1 Advertisers warrants to Adventures that Copy lodged with Adventures:

a. complies with all laws, statutes, regulations, codes of practice and any standards applicable to publication of Copy and determined by any relevant regulatory agency or industry self - regulatory body; b. complies with any standard or requirement specified by Adventures and notified to the Advertisers from time to time; c. does not infringe copyright, trademark or other legal rights of any person; d. is not false or misleading and is true in substance and in fact; e. without limiting the above, does not infringe the Trade Practices Act 1974 (Australia) (as amended) or the Fair Trading Act 1986 (NZ) (as amended); and f. does not contain anything which may give rise to any cause of action by a third party against Adventures, including without limitation material which is defamatory or obscene or which otherwise causes injury or damage to any person.

9. INDEMNITY

9.1 Advertisers indemnify Adventures, its employees, agents and affiliates, and their employees and agents against any action, claim, loss or expense arising from publication of Copy or cancellation or failure to publish and Copy and all costs, losses and expenses suffered or incurred by Adventures, its employees, agents and affiliates, and their employees and agents as a result of any breach by a Advertiser of these conditions or any agreement between the Advertiser and Adventures.

10. LIABILITY

10.1 Adventures will not be liable under these conditions or otherwise in law and the Advertiser acknowledges that Adventures excludes liability under these conditions and in law for any indirect, special, economic or consequential loss or damage suffered or incurred by The Advertiser or loss of revenue, profits, goodwill, data or opportunities or loss of anticipated savings whether caused by negligence or otherwise and whether or not Adventures was aware or should have been aware of the possibility of such damage. 10.2 To the extent permitted by law, all other representations, conditions or warranties, whether based in statute, common law or otherwise, are excluded. Liability of Adventures for any breach of a term or condition implied by

law is limited, at Adventures option to the supply of any service again or the payment for the cost of having any service supplied again.

11. GENERAL

11.1 These conditions and any agreement between the Advertiser and Adventures will be governed by Victorian law and each party submits to the jurisdiction of courts exercising jurisdiction in that State

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REQUIREMENTS

12. SPECIFICATIONS

12.1 Copy must conform to Adventurer's standard advertising layouts. Copies of layouts are available on request. 1.2 Notwithstanding clause 1.1, Adventures may in its discretion accept Copy which does not comply with Layout Specifications provided that the Advertiser provides Adventures with final electronic files to Adventures specifications or that the Advertiser agrees to pay production charges as may be levied by Adventures.

13. LODGEMENT OF COPY

13.1 the Advertiser must comply with ad deadlines as specified on the Adventures Production Schedule or as specified or amended from time to time by Adventures. 2.2 Adventures is under no obligation to publish Copy if it is received after the specified deadline. 2.3 All Copy and electronic files lodged becomes the property of Adventures upon lodgement. 2.4 If requested, at the time of lodgement and subject to clause 2.5 Copy will be returned by standard post subject to printing and publishing schedules. 2.5 No responsibility is taken for material lost or damaged during the production, printing, or return process.

14. POSITIONING

14.1 The advertising booked by the Advertiser will be in line with the specifications provided in the Rate Card and agreed between Adventures and the Advertiser.

15. ADVERTISING CONTENT (S)

15.1 Adventures reserves the right to omit copy or part of Copy which Adventures may in its discretion consider to be commercially detrimental to its business or offensive or misleading in any way.

15.2 Adventures reserves the right to alter the order, layout or size of photos and text, or abbreviate text to facilitate the positioning of Copy on an individual page or pages

15.3 All prices displayed on Advertising copy must include any GST applicable or specify the GST component in accordance with Australian Government legislation.

16. ERROR CHECKS

16.1 For print advertising material received and booked by the ad deadline Adventures will attempt to provide an email link to a low resolution PDF version of each advert. 5.2 If no response is received by the error check deadline Adventures will assume the advert is correct and will run and invoice according to the booking confirmation. 5.3 Adventures will not provide proofs prior to publication unless special arrangements are agreed to.

17. PRODUCTION/LAYOUT ERRORS

17.1 Notwithstanding any other provision in these conditions, Adventures will only offer financial compensation for production and publication errors that completely negate the sale of the individual items advertised.

17.2 In the event that compensation is offered by Adventures, the amount of compensation payable is limited to the percentage cost based on the number of items advertised on the individual page affected or to the cost of republishing the affected copy.

17.3 Without limiting the generality of clause 6.1, compensation will not be offered in respect to minor heading or logo mistakes that do not directly affect the sale of the items being advertised, missed adverts, or incorrect positioning requests, positioning of multiple pages, layout request, or poor photo quality from brochures, or low quality /resolution pictures.

17.4 Financial compensation will not be offered for recurring errors unless Adventures is notified prior to the next relevant ad deadline.

17.5 Claims for financial compensation will only be accepted within 30 Days of the advertisements first listing for errors and 30 days from the invoice date for invoicing errors.

These terms & conditions and copy lodgement requirements, warranties and indemnities are effective from 01/07/17 and supersede all previous terms & conditions from this date.

DEFINITIONS

Adventures means ADVENTURES GROUP HOLDINGS PTY LTD (ABN 29 155 672 192)

Booking means allocation of advertising space for publication of Copy, as identified in a confirmation advice.

Booking deadlines means the dates applicable to an individual Adventures publication as specified by Adventures from time to time, but for dealer rate advertising it is generally 5pm on the day of the ad deadline, for all other advertising the booking & cancellation date is as published on the rate card current at the time of publication.

Confirmation Advice means written details of the booking containing such information as is specified by Adventures from time to time.

Copy means advertising material and any promotional or other material provided to Adventures, including inserts, band-ons, business reply paid cards, tip-ons, samples and scents.

Error check means an emailed link to an electronic version of an Advertiser's advert.