

NSW Seniors Card - Paid Advertising Terms and Conditions

Introduction

The NSW Seniors Card Program, which comprises of both the 'Seniors Card' and the 'Senior Savers Card', is administered by the NSW Department of Communities and Justice. The Department may at any time engage a third party to administer the Program on its behalf. Therefore, references in this document to the DCJ include any third party engaged or appointed by DCJ to administer the program.

Please read these terms and conditions carefully as they will apply to all orders for advertising that are placed with Us by Participating Businesses.

Definitions

In these terms and conditions the following terms will, unless the context otherwise requires, have the following meanings:

Agreement means the agreement represented by these Terms and Conditions;

Advertising Booking Form means the booking form, available on the website www.seniorcard.nsw.gov.au, through the NSW Seniors Card Media Kit, that Participating Businesses must complete and submit to Us when offering to purchase Advertising Products;

Advertising Materials mean the advertising materials You provide to us under paragraph 2 below for inclusion in, or as part of, a Selected Advertising Product;

Card Holder means any person holding a either a valid Seniors Card or Seniors Savers Card, issued by or on behalf of the DCJ;

DCJ means the NSW Department of Communities and Justice;

Disclaimer means the disclaimer in the form set out in the Appendix attached to these terms and conditions;

GST means *A New Tax System (Goods and Services Tax) Act 1999 (Cth.)*, related legislation and any delegated legislation.

Material Deadline Date means the time and date We tell You that You must provide Us the Advertising Materials;

Participating Business means a business registered as a participant in the Senior Card Scheme;

Media Kit means the list of Advertising Products and associated prices published from time to time by Us;

Selected Advertising Products means the Advertising Products selected for purchase by You in the Advertising Booking Form;

Seniors Card Program or **Program** means the scheme administered and coordinated by DCJ, whereby DCJ issues Seniors Cards to members of the public, and Participating Businesses register to participate in the Program to provide discounts and benefits to Card Holders; **You** or **Your** means the Participating Business that submits to Us and an Advertising Booking Form;

We or **Us** or **Our** means DCJ.

Bookings

1. By submitting an Advertising Booking Form to Us, You are deemed to be making an offer to Us to purchase Selected Advertising Products on, and subject to, these Terms and Conditions and, if accepted by Us, to pay the rates specified in the Media kit For clarity, all offers to purchase Selected Advertising Products are subject to acceptance and approval by Us at Our sole and absolute discretion.

Advertising Material

2. You agree that You will, at Your sole cost and expense, create and deliver to Us before the Material Deadline Date, all advertising materials and copy, including artwork, required for publication or reproduction in or as part of Your Selected Advertising Products, according to any technical specifications notified by Us to You.
3. We reserve the right to correct any materials, including artwork, supplied by You to Us under paragraph 2 above that does not meet Our

specifications. Any associated costs incurred by correcting the materials will be charged to You.

Confirmation

4. Without limiting paragraph 3 above, We will send to you using the contact details listed in the Advertising Booking Form:
 - 4.1 a copy, sample or image of the Advertising Materials that will be published or incorporated within Your Selected Advertising Products; and
 - 4.2 the fee payable by You.
5. You must notify Us in writing of any errors in the materials referred to in paragraph 4.1 above within two (2) business days after the notification has been sent to You. If We have not received notice of any errors before that time, You will be regarded as having approved the Advertising Materials including the form, content and context in which they will be published, appear in, or as part of, Your Selected Advertising Products and We will have no responsibility whatsoever for any errors.
6. Unless otherwise agreed by You in writing, We reserve the right to determine the placement of any Advertising Materials in our publications.

Rates and Payment

7. All rates are exclusive of GST. Where a supply is a taxable supply, all amounts payable or other consideration provided must be increased by the amount of GST payable in relation to the supply.
8. We will issue a tax invoice to You, and You must pay the invoice, including any GST, within thirty (30) days after the date of invoice.
9. If You fail to pay the invoice in accordance with paragraph 7, We may:
 - 9.1 charge interest on any outstanding payments;
 - 9.2 cancel any Selected Advertisements Products yet to be published or provided (as the case may be); and
 - 9.3 exercise any other rights to which We are entitled to at law.

Cancellations

10. You may cancel the purchase of any Selected Advertising Product only if You give Us not less than ten (10) business days written notice before the campaign send date, otherwise full charges will be payable for the Selected Advertising Products.
11. We may cancel any or all of Your Selected Advertising Products (and, where applicable, not publish or reproduce Your Advertising Materials in any of Our publications) if you have failed to comply with any material provisions of these Terms and Conditions (including a breach or potential breach of paragraph 12 below), or You suspend or cease business activities. In no circumstances will We be liable for any loss or damage from such cancellation.

Warranties

12. You confirm that all Advertising Material You supply to Us:
 - 12.1 will comply with all relevant laws and regulations, including the Competition and Consumer Act 2010;
 - 12.2 will not be false or misleading;
 - 12.3 will not breach the intellectual property rights of any person; and
 - 12.4 will not breach any other contractual or proprietary rights of third parties.

Liability

13. You agree to indemnify Us, and all Our officers and employees against any action, claim, loss, expense or cost, suffered or incurred, whether directly or indirectly, by Us, Our officers and employees as a result of any breach by You of these terms and conditions or otherwise in connection with the publishing of the Advertising Materials or non-publishing of such

Advertising Materials in or as part of the Selected Advertising Products, as the case may be.

14. Despite any other term, and to the maximum extent permitted by law, We will not bear any liability to You for consequential loss including loss of profits, loss of business opportunities or loss of goodwill howsoever arising (including in negligence).

General

15. These terms constitute the entire agreement between You and Us in respect of its subject matter, and supersede all prior agreements, representations, negotiations and correspondence.
16. These terms will be governed by the laws of New South Wales and You agree to irrevocably submit to the exclusive jurisdiction of the courts in New South Wales.