

Healthy Life Media Limited

Advertising Contract - Terms & Conditions (all formats including print and digital)

CONDITIONS OF CONTRACT

- Our Schedule of Advertising Rates operative at the time this contract is entered into, together with the Advertisement Proof (if any) for this Advertisement, forms our entire contract. Any alterations to our contract shall be in writing and signed by both parties.
- All work carried out by us in producing or subsequently changing the advertisement shall be charged to you in addition to the advertising insertions rate shown above unless shown to the contrary.
- All amounts and rates specified in this contract are exclusive of goods and services tax which shall be additional to all amounts payable by you.
- Unless otherwise specified on the contract positioning of advertisements is at our discretion.
- You shall deliver to us copy or other material at your expense by the date specified. If you fail to supply the required material by that date, we shall be entitled to full payment for the insertion which would otherwise have been published, whether or not we are able to publish the advertisement. Our decision as to whether we can publish shall be final. Our expenses (including tolls and freight charges) following the deadline date, in endeavouring to secure replacement material shall be recoverable from you.
- Advertising agents accredited with the Print Media Accreditation Authority ("PMAA") will be paid commission for advertising so long as the Publisher's Terms of Trade are strictly observed. The Publisher may deem any advertisement or advertising agent accepting a commission or rebate to be observing and acting in accordance with the PMAA's conditions whether or not such advertiser or agent is accredited by the PMAA or not. Any discount for prompt payment applies only if payment is made in full within 10 days of the insertion concerned.
- You shall make all payments due under this contract on or before the 20th day of the month following the date of the invoice ("the due date"). If any payment is not made by the due date, without prejudice to our right to immediately enforce all remedies available to us, we may:
 - cancel this contract (with cancellation rate adjustments, if any, applying);
 - charge penalty interest on all overdue amounts at the rate of 20% per annum from the due date until the date on which payment is received;
 - recover all collection costs (including all legal costs and disbursements) from you.
- All proceedings arising out of this contract shall be conducted in Auckland, New Zealand unless we otherwise in our discretion decide.
- Our maximum liability to you for any act or omission on our part shall not exceed the cost of one insertion pursuant to this contract.
- By signing this contract you warrant and undertake that no statement, representation or information contained in the advertisement is:
 - or is likely to be misleading or deceptive or to otherwise infringe the Fair Trading Act 1986; or
 - in breach of any applicable Advertising Standards Authority or Advertising Code of Practice; or
 - otherwise in breach of any provision or statute, regulation, rule or law (including but not limited to The Australia New Zealand Food Standards Code); and that the publication will not result in any claim or action whatsoever being made or taken against us.
- You hereby agree to indemnify us against and in respect of all such claims or actions resulting from publication of your advertisement and the cost (on a solicitor and client basis) of defending such claims or actions including but not limited to claims of defamation, breach of copyright, trademark of other intellectual or industrial property rights.
- Healthy Life Media Limited reserves the right to:
 - request substantiation for any health or nutritional claims made in any advertisement;
 - add a keyline, the word "Advertisement" and/or change fonts used in any advertisements that, in our opinion, look similar to editorial; and/or
 - accept or reject any advertising material and to edit copy to make it conform to our legal or ethical requirements.
- Advertisers making therapeutic claims must have TAPS (Therapeutic Advertising Pre-Vetting System) approval. Healthy Life Media Limited reserves the right to decline to publish advertisements without a TAPS number.
- Unless otherwise specified, all print insertions subsequent to the first insertion will be in consecutive issues of the publication.
- Advertisers agree to comply with both our Terms and Conditions of Use and Privacy Policy when advertising in digital format. These can be found at www.healthyfood.co.nz and www.greenideas.co.nz.
- No liability. The Publisher and the Publisher's servants are not and will not be liable for any loss incurred by any party through error or negligence, either in the content of an advertisement or the incorrect appearance of an advertisement. The Consumer Guarantees Act 1993 does not apply to the extent permitted by Section 43 (2) of such Act.
- The deadline for cancellation of advertising bookings (not recipe advertising promotions) is 1 week prior to the advertising booking deadline for each respective product. Healthy Life Media Limited reserves the right to charge for the full cost of the media placement if cancellation is received after this date. When a discounted advertising rate has been applied to a booking, due to it being a term booking and that term has been broken, Healthy Life Media Ltd will invoice the client at the correct rate for the term actually completed, and the client agrees to pay any difference promptly.
- The deadline for cancellation of **recipe advertising promotions** is 10 weeks prior to the on sale date and prior to us engaging professional services for recipe creation, food styling, photography or nutritional analysis. Healthy Life Media Limited reserves the right to charge for the full cost of the media placement if cancellation is received after this date.

RECIPE ADVERTISING PROMOTIONS

Recipe advertising promotions within Healthy Food Guide are paid advertisements in which branded product(s) are used in recipes created by the Healthy Food Guide (HFG) team and cost is fully inclusive of the following:

Recipe creation, brand/product mention within ingredients list, food styling, photography of finished dish, design and layout of page(s) within Healthy Food Guide, nutritional analysis of recipe (by degree qualified nutritionist) and creation of Nutrition Information Panel, space on the page for product promotion; ie picture of product, logo and information relevant to consumers.

Special conditions:

- Your product(s) must be approved by HFG Editor and Nutritionist as suitable ingredient(s) to be in an HFG recipe, prior to acceptance of booking.
- All editorial and advertising-promotion copy published in HFG is subject to approval by the HFG nutritionist for accuracy. HFG reserves the right to request changes to any copy to ensure that nutritional information is represented accurately.
- The editorial and advertising-promotion copy will ideally include practical tips for consumers on how to buy, use or store your product. It is not to contain any health claims.
- You do not have the right to reject the photograph of the recipe or require any further changes to the recipe itself after photography has taken place.
- HFG reserves the right to modify the recipe after photography has taken place if it requires any changes to fit within HFG's nutritional criteria for recipes.
- If you have a specific photograph you wish to use; and you have the legal right to reproduce it; you may submit it for HFG's consideration.
- HFG owns copyright of all recipes and photographs commissioned by HFG but gives you the right to reproduce the published recipe and photograph in other media. NOTE: The HFG layout, Nutrition Information Panel, Nutritionist comment and any HFG editorial is not able to be reproduced in any form, without written permission from the Managing Director of Healthy Life Media Limited.
- Recipe(s) will be created, tested and sub-edited by HFG before sending to you for approval.
- Rate includes reasonable requests for copy changes (excluding changes to the recipe or photograph after prior approval) but more than three change requests will incur an additional design charge of \$160+gst per hour.

AUTHORISATION DETAILS

Advertising order authorised by:

Name: _____
Position: _____
Signature: _____

PLEASE EMAIL BOTH PAGES TO tasha.pienaar@hlmedia.co.nz

Healthy Life Media Limited, PO Box 47-177, Ponsonby, Auckland. Ph: +64 9 486 0111