

UCSA GENERAL ADVERTISING TERMS AND CONDITIONS

UCSA accept advertisements and notices from the Customer for publication in all publications and digital media under the UCSA's control on the following Terms and Conditions.

1 Definitions

Additional Terms and Policies has the meaning ascribed to it in clause 2.2.

Advertising means all advertising services provided to the Customer by UCSA including CANTA Advertising, Digital Advertising and Other Advertising.

Applicable Laws means all acts of Parliament and all order, by-laws and regulations in any way governing or affecting the performance by the Contractor of the Services including, without limitation, any such act, by-law, order, rule, regulation or other lawful requirement relating to UCSA providing advertising services, and any media accreditation terms to which the UCSA may be subject.

CANTA Advertising means display advertising in the print versions of CANTA magazine and other publications, including brochures and posters.

Confidential Information means any and all information of a confidential nature disclosed by one party to the other party whether oral or written or embodied in any other physical or electronic form, whether in tangible form or not, but does not include information which is or becomes available in the public domain (other than because of a breach of these Terms) or information disclosed in compliance with any applicable law.

Customer means the advertiser and, where advertising has been placed with UCSA by an advertising agency, means that agency.

Digital Advertising means digital advertising, including advertising on UCSA's website, University of Canterbury Television, and all other digital platforms under UCSA's control.

GST means goods and services tax in terms of the Goods and Services Tax Act 1985, at the rate prevailing from time to time.

Intellectual Property means all of the Company's interest in all logos, trademarks (whether registered or unregistered), service marks, trade mark registrations, trade names, brands, patents, patent applications, designs, licences, inventions and technical information (whether registered or not), technical data, concepts, ideas, moral rights, discoveries, underlying or proprietary data, research results, reports, drawings, techniques, specifications, standards, methods, formulae, models, maintenance training or training manuals and other know-how, trade secrets, databases, and any copyright material, the right to all lists of customers and suppliers of the business of the Company and all other intellectual property rights (whether registered or not) and Confidential Information, in each case used by the Company and developed during this Agreement.

Other Advertising means all advertising services provided to by UCSA to the Customer other than Digital Advertising and CANTA Advertising.

Rate Cards means a list of chargeable rates for various advertisements provided in publications and digital media under UCSA's control.

Terms and Conditions means these General Advertising Terms and Conditions.

UCSA means The University of Canterbury Students' Association.

Working Day means a day of the week other than a Saturday, a Sunday, or public holiday in Christchurch, New Zealand.

2 Terms and Conditions

2.1 **General:** these Terms and Conditions apply to all advertising services provided by the UCSA to the Customer.

2.2 **Additional Terms and Conditions:** in addition to these Terms and Conditions, the Customer acknowledges that the supply of UCSA Advertising will, unless explicitly agreed to in writing, be subject to:

2.2.1 UCSA's current standard credit terms;

2.2.2 UCSA's current Rate Card terms;

2.2.3 any terms and conditions set out in an order form or booking confirmation for advertising accepted by the Customer;

2.2.4 any other terms and conditions or policies notified to the Customer in writing; and

2.2.5 the terms of any other agreement accepted by the Customer,

(together, the **Additional Terms and Policies**).

2.3 **Priority:** Additional Terms and Policies shall have priority over these Terms and Conditions to the extent of any inconsistency or conflict. To the extent that any order submitted by the Customer attempts to include terms that are inconsistent with these Terms and Conditions, those terms will not apply.

3 Advertising Services

3.1 **Licence:** the Customer grants the UCSA a non-exclusive, royalty-free, perpetual, worldwide, transferable and sub-licensable licence to reproduce the content of any advertising material submitted to the UCSA for publication in any format.

3.2 **Customer supplied:** the Customer may provide its own advertising material for publication. The UCSA will not be responsible for any loss or damage to such material while in the possession of the UCSA. Advertising material must be received by the UCSA by the deadlines as specified on the relevant booking confirmation or if not specified then at least two working days before the scheduled publication date. The Customer may be charged for any advertisement not published due to late receipt or non-receipt of advertising material by the UCSA.

3.3 **UCSA supplied:** where the UCSA supplies advertising material, the Customer must provide written confirmation that it accepts the material in all respects at least two working days before the agreed publication date. If the Customer does not provide such written approval within that time frame then it will be deemed to have accepted the material in all respects and the UCSA shall not be liable to the Customer in any way for any defect or matter arising out of the advertising material. In any event, the Customer must notify the UCSA immediately of any such defect or matter arising out of the advertising material. If the Customer does so, then the UCSA will do its best to rectify the advertising material to the Customer's reasonable satisfaction prior to publication. Unless otherwise agreed advertising material supplied by the UCSA remains the property of the UCSA and may not be used in any other medium or published by any third party without the approval of the UCSA.

4 Changes and Placement

4.1 **UCSA rights to make changes:** the UCSA may in its discretion at any time without prior notice to the Customer:

- 4.1.1 alter or abbreviate any advertisement (provided this right will not be unreasonably exercised and the UCSA will notify the Customer of the change as soon as practicable thereafter);
 - 4.1.2 cancel, reject or refuse to publish or continue publishing any advertisement (provided this right will not be unreasonably exercised and the UCSA will notify the Customer as soon as practicable thereafter, and it shall be reasonable to reject an advertisement where the advertisement breaches any Applicable Law);
 - 4.1.3 publish advertising material at a time different from the time originally booked, or in the next available issue or edition if there is an error or delay in publication of the advertising material; and
 - 4.1.4 insert the word "Advertisement" above or below any advertisement which in the UCSA's opinion resembles editorial matter.
- 4.2 **Placement:** the UCSA will endeavour to grant the Customer the positioning or placement of any advertising material the Customer requests for its advertisements, however the position or placement of any advertising material remains at the sole discretion of the UCSA except where otherwise explicitly agreed to in writing. The UCSA will not be responsible or liable to the Customer in any way if the Customer's request cannot be granted, or the product featured in the Customer's advertisement features advertising similar to competitors of the Customer.
- 4.2.1 **UCSA Noticeboard Postering Guidelines:** The UCSA noticeboards are accessible for clubs advertising and paid advertising and are subject to approval by the UCSA.
- (a) UCSA affiliated clubs may request to advertise on the UCSA noticeboards, all postering is subject to approval and must include the affiliated clubs' logo prominently on all postering.
 - (b) All paid poster advertising creative for the UCSA noticeboard is subject to UCSA approval.
 - (c) The UCSA reserves the right to provide feedback and change requests on all clubs and/ or paid advertising creative, to then be subject to achieving approval for distribution on the UCSA Noticeboards.
 - (d) If a poster is received and requires review for approval, the UCSA will take contact details and provide with an update to the Customer on the process within 24hrs of poster receipt.
- 4.3 **Corrections:** the Customer must notify the UCSA in writing as soon as possible however no later than five days following publication of the advertisement, if there is an error or omission in any advertising material placed by UCSA that the Customer would like corrected.

5 Rates, Invoicing and Payment

5.1 Rates: the Customer acknowledges that:

- 5.1.1 the UCSA may vary its Rate Card at any time;
- 5.1.2 any discount that the Customer may be offered from the standard Rate Card rates may be revoked or cancelled by the UCSA at any time on giving written notice to the Customer;
- 5.1.3 unless otherwise stated by the UCSA, advertising rates are quoted exclusive of GST and the Customer will pay GST in addition to such rates; and

- 5.1.4 the Customer will be charged an additional credit card transaction fee (which will be disclosed at the time of payment) plus GST when making payments by Visa, MasterCard or American Express.
- 5.2 **Credit terms:** the Customer acknowledges that any credit provided by UCSA will be provided on the UCSA's then standard credit terms which may vary from time to time.
- 5.3 **Payment:** the UCSA will submit GST invoices to the Customer at the end of each calendar month for advertising supplied to it during that month. Payment by the Customer is due for all advertising by the 20th of the month following the date of publication (**Due Date**).
- 5.4 **Unpaid invoices:** if any invoice remains unpaid after the due date the UCSA may:
- 5.4.1 without notice refuse to publish any further advertisements for and/or make any further supply to the Customer and suspend or cancel any or all of the Customer's orders until payment is received;
- 5.4.2 charge the Customer default interest on all unpaid amounts at the rate of 2% above the 90-day bank bill rate per month from the Due Date until the date full payment is received; and
- 5.4.3 without prior notice, apply all or part of any credit balance with the UCSA towards satisfaction of any amount owing (whether or not due for payment) by the Customer to the UCSA.
- 5.5 If the Customer disputes any portion of any amount appearing as payable on any invoice issued to it by the UCSA under this Agreement, the Customer will promptly notify the UCSA of that dispute. In the absence of agreement to resolve the dispute between the Customer and UCSA, the dispute will be resolved in accordance with clause 11.

6 Creative Assistance

- 6.1 **Intellectual Property:** where the UCSA provides creative services in the design or production of advertising material for the Customer (including photographic or design work) the Customer acknowledges that the UCSA owns the Intellectual Property rights in such work and that such work is not work for which a commission payment has been made or agreed. The Customer may not use any such advertisement for any other purpose unless otherwise agreed to in writing.
- 6.2 **Updating of design of advertising material:** From 2025, where the UCSA provides creative services in the design or production of advertising material for the Customer, should the Customer require updates for designs, the UCSA will charge an update fee. The UCSA will provide the customer a quote for updating the creative, with a minimum of 1 (one) hour being charged for general updates.

7 Confidentiality

- 7.1 **Disclosure:** either party may disclose Confidential Information to the other in the course of carrying out their obligations under or enforcing their rights in connection with these Terms and Conditions.
- 7.2 **Undertaking:** the Customer (including its employees, officers and agents) undertakes to keep the Confidential Information confidential and not disclose any Confidential Information without the UCSA's prior written consent.
- 7.3 **Indemnity:** the Customer indemnifies the UCSA against all losses, damages, costs or expenses which the UCSA may incur as a result of any unauthorised disclosure of the Confidential Information.

- 7.4 **Survival:** this clause 7 will continue in full force until the Confidential Information has entered the public domain through authorised disclosure.

8 Privacy

- 8.1 **Collection:** the UCSA collects, uses and stores personal information in accordance with its privacy policy.
- 8.2 **Disclosure:** the Customer will not disclose or use any personal information obtained in carrying out its obligations or enforcing its rights in connection with these Terms and Conditions for any purpose other than for the publication of its advertising material with the UCSA.

9 Warranties and Indemnities

- 9.1 **Customer warranties:** the Customer warrants to the UCSA that any advertising material it provides:
- 9.1.1 does not contain anything that:
 - (a) infringes the Intellectual Property rights of any person;
 - (b) breaches any right of privacy or confidentiality;
 - (c) is obscene, offensive, defamatory, illegal, indecent or otherwise unsuitable for publication;
 - (d) is, or be likely to be, misleading or deceptive or otherwise infringe the Fair Trading Act 1986 or any other Applicable Law; and
 - 9.1.2 complies in every way with the Advertising Code of Practice issued by the Advertising Standards Authority Inc. and with every other code or industry standing relating to advertising in New Zealand;
 - 9.1.3 will not give rise to any liability or claims against the UCSA in New Zealand or elsewhere;
 - 9.1.4 in the case of digital advertising:
 - (a) does not contain cookies, tracking tags or other tracking devices unless the UCSA has provided its prior written consent; or
 - (b) allows for data leakage or the on-selling of retargeted audiences.
- 9.2 **Customer indemnity:** the Customer indemnifies the UCSA (and its employees, officers and agents) against any proceedings, demands, losses, liabilities, damages, costs, claims or expenses whatsoever (including consequential loss and special damages) arising directly or indirectly from its advertisement or through the Customer's breach of these Terms and Conditions.
- ## 10 Liability
- 10.1 **Trade advertising:** The guarantees contained in the Consumer Guarantees Act 1993 are excluded where you acquire or hold yourself out as acquiring goods or services from us for the purpose of a business.
- 10.2 **Exclusion of liability:** except as expressly provided in these Terms and Conditions, the UCSA excludes, to the fullest extent permitted by law, all warranties, representations and conditions whether implied by law, trade, custom or otherwise.

- 10.3 **Further exclusion of liability:** in no circumstances will the UCSA (its employees, officers or agents) be liable, whether in tort, contract or otherwise for any indirect loss, loss of profits, consequential loss or special damage suffered by the Customer or any other person.
- 10.4 **Total liability:** The UCSA's liability to the Customer (including the UCSA's officers, employees and agents), for any and all loss or damage arising in relation to these Terms and Conditions and/or advertisements (including from any errors, omissions, non-publication or inaccuracies however caused, including without limitation by negligence, system or press failure, mistake, misclassifications, early, late or non-insertion of advertisements, or loss or delay in the delivery of replies) will be limited to an amount equal to the cost of the space of the relevant advertisement, provided that if the Customer does not advise the UCSA of any error within five days of publication of the advertisement the UCSA will have no liability whatsoever.
- 10.5 **Non-publication:** the UCSA will not be liable to the Customer or any other person for any loss of whatever kind suffered as a result of an advertisement not being published where such event arises from the exercise of any discretion by the UCSA under these Terms and Conditions or any cause beyond its control. Any loss suffered as a result of any partial or total breakdown of the UCSA's operation or network will be deemed to be an event beyond the UCSA's control. Should such an event occur, the UCSA will take all steps reasonably necessary to resurrect its operation and network, and the Customer has the right to cancel the particular contract for the affected advertising at no penalty if such an occurrence results in the relevant UCSA publication not being published for more than seven Working Days.

11 Dispute Resolution

- 11.1 **Event of dispute:** in the event of any dispute arising between the parties, then the parties will make reasonable endeavours to resolve the dispute by negotiation and if such efforts are unsuccessful after 14 days the parties will submit the dispute to mediation in accordance with the Mediation Protocol of the Arbitrators' and Mediators' Institute of New Zealand Inc. with a mediator appointed by the President of the New Zealand Law Society, if the parties are unable to agree on such appointment.
- 11.2 **Arbitration:** in the event of the mediation referral being unsuccessful after 30 days from submission of the dispute it will be referred to arbitration in accordance with the provisions of the Arbitration Act 1996.
- 11.3 **Urgent Relief:** nothing in this Agreement will prevent a party seeking urgent equitable remedies before an appropriate court.

12 Cancellation

- 12.1 **Method:** any cancellations by a Customer must be made in writing via email to the UCSA Marketing and Communications Manager [media@ucsa.org.nz]. Upon cancellation the Customer agrees that the UCSA may at its discretion charge the cancellation fees described in clause 12.2 below. The Customer acknowledges these cancellation fees are a genuine pre-estimate of the loss the UCSA will suffer as a result of the cancellation.
- 12.2 **Digital advertising:** cancellation of digital advertising may, at the discretion of the UCSA, incur the following cancellation fees:
- 12.2.1 if cancellation occurs at any time within 28 Working Days before publication, a sum equivalent to 50% of the total charges payable by the Customer for the advertisement had publication taken place;
- 12.2.2 if cancellation occurs within 10 Working Days before publication, a sum equivalent to 75% of the total charges payable by the Customer for the advertisement had publication taken place; or

- 12.2.3 if cancellation occurs within 5 Working Days before the publication date, a sum equivalent to 100% of the charges payable by the Customer for all advertisements scheduled to commence from the date of cancellation until 30 days after that cancellation date.
- 12.3 **Cancellation of Publication Advertising and CANTA Advertising:** bookings for Publications and CANTA Advertising that a Customer cancels after the booking deadlines for the relevant publication may, at the discretion of the UCSA, incur a cancellation fee of up to 100% of price of the advertising. Premium position bookings that are cancelled within 7 Working Days of the relevant booking deadline may also, at the discretion of the UCSA, incur a cancellation fee of up to 100% of the price of the advertising.
- 12.4 **Cancellation of events and activations:**
- 12.4.1 Requested more than 10 full working day prior to advertising start date – total amount paid is refundable (less processing fees and, an admin fee of NZD 200).
- 12.4.2 Requested between 3 - 10 full working days prior to start date – 50% of fees as within signed quote payable (if prior payment made, 50% of the payment made will be refunded less processing fees).
- 12.4.3 Requested 48 hours or less prior to booked event start date - Full fees as within signed quote will be payable by Customer, for any prior payments made no refund is offered.
- 13 **General**
- 13.1 **Address for notices:** by submitting advertising material to the UCSA for publication, the Customer agrees to provide the UCSA with an email address to be used for service notification and other information about its advertising material. How the UCSA collects, holds and uses the Customer's personal information is covered by its Privacy Policy, which forms part of these Terms and Conditions.
- 13.2 **No waiver:** if at any time the UCSA does not enforce any of these Terms and Conditions or grants the Customer time or other indulgence, the UCSA shall not be construed as having waived that term or condition or its right to later enforce that or any other term or condition.
- 13.3 **Assignment:** the Customer may not:
- 13.3.1 assign this Contract or any part of it (including advertising space allocated to it) to any third party; or
- 13.3.2 place advertisements (whether directly or indirectly) on behalf of third-party advertiser(s) (whether as an agent or otherwise), except on terms previously agreed with the UCSA. Advertisements are placed by a Customer on behalf of a third-party advertiser where, for example (but without limitation), the advertisement promotes or otherwise notifies readers as to the goods or services of a third party other than the Customer.
- 13.4 **Entire agreement:** these Terms and Conditions and any applicable Additional Terms and Policies set out the entire agreement between the parties in relation to the UCSA Advertising and supersede all prior arrangements, undertakings, representations and warranties by or between the parties in relation to such advertising.
- 13.5 **Governing law:** these Terms and Conditions are governed by, and construed in accordance with the laws of New Zealand. The parties submit to the exclusive jurisdiction of the Courts of New Zealand in respect of any dispute arising from these Terms and Conditions.

- 13.6 **Severability:** if any provision of these Terms and Conditions is held illegal or unenforceable, then such illegality or unenforceability shall not affect the remaining provisions of these Terms and Conditions which shall remain in full force and effect.
- 13.7 **Variation:** the UCSA may vary these Terms and Conditions at any time in its sole discretion, provided that:
- 13.7.1 the Customer will be notified of such amendments in writing to the last contact details provided by the Customer to the UCSA;
 - 13.7.2 such amended terms will not affect prior agreed advertising orders (but will affect further advertising orders under any space order arrangements); and
 - 13.7.3 if the Customer does not agree with a variation the Customer may cease placing orders with the UCSA.