

## TERMS & CONDITIONS – ADVERTISING

This Agreement is made between AA Directions and the party listed as the client advertising.

### ACCEPTANCE

1. AA Directions may, at its discretion, regardless of whether payment has been received, refuse to publish material provided by the Advertiser and may at any time, whether prior to, or after publication, cancel, reject or refuse to publish any advertisement without providing any reason for such rejection or refusal.
2. The Advertiser warrants that the use of all material it supplies AA Directions, including, but not limited to text, fonts, imagery and logos, (Advertiser Material) will not breach any intellectual property rights, or any law, regulation or applicable code (Including, but not limited to the following: Fair Trading Act 1986, Consumer Guarantees Act 1993, Trade Marks Act 2002, Copyright Act 1994 and the Advertising Standards Code). The Advertiser agrees to respond efficiently and appropriately to any correspondence from AA Directions arising from consumer complaints or queries related to the advertising material.

### ADVERTISING MATERIAL

3. The Advertiser warrants that all necessary model releases, licence agreements or applicable use rights have been acquired in respect of the Advertiser Material. The Advertiser warrants that evidence of such rights (for example, model release forms) can be produced on request.
4. The Advertiser shall supply a license agreement for any fonts supplied in Advertiser Material.

### ADVERTISEMENT PLACEMENT

5. AA Directions accepts no responsibility for any loss or damage arising in relation to or in connection with any Advertiser Material, or for the alteration, or omission of any advertisement.

### PAYMENT

6. Payment for advertising must be made in accordance with this Agreement.
7. Overdue accounts will be charged 10% interest for the first month overdue and 2% per month thereafter. If a debt collection agency is appointed, collection fees will be added to the total of the debt (ie, legal fees, trace agents and agency fees).

### ADVERTISING CANCELLATIONS

8. Cancellation requests must be in writing and must be received no later than one week prior to the relevant issue's booking deadline.

### GENERAL

9. The Advertiser will not hold AA Directions liable for any loss whatsoever in respect of any matter related to this Agreement.
10. The Advertiser indemnifies AA Directions against all costs, claims, losses, liabilities and damages (including solicitor client costs) incurred directly or indirectly as the result of the Advertiser's breach of this Agreement.
11. The Advertiser may not assign or otherwise transfer any of its rights or obligations under the Agreement unless with AA Directions prior written consent. AA Directions may assign or otherwise transfer any of its rights or obligations under the Agreement to any entity which is wholly or partly owned by The New Zealand Automobile Association Incorporated without the Advertiser's consent.
12. If the Advertiser has a change in its ownership or transfers all or part of its business to another party, the Advertiser must advise AA Directions of the proposed change at least 15 business days prior to the change occurring. Unless the Advertiser makes other arrangements with AA Directions, the full account will become immediately payable five business days prior to the settlement date for change in ownership or sale of the business.
13. Any correspondence or notices required under this Agreement will be given and received by email.
14. If any provision of the Agreement is, or becomes, unenforceable, illegal or invalid for any reason, the relevant provision is deemed to be varied to the extent necessary to remedy the unenforceability, illegality or invalidity. If variation is not possible, the provision must be treated as severed from the Agreement without affecting any other provisions of the Agreement.
15. The Agreement is governed by, and must be interpreted in accordance with, the laws of New Zealand. The Advertiser submits to the non-exclusive jurisdiction of the Courts of New Zealand in relation to any dispute connected with the Agreement.
16. Any variation to the Agreement must be in writing and signed by both parties.
17. The Agreement sets out everything agreed by the parties relating to its subject matter and supersedes and cancels anything discussed, exchanged or agreed prior to the date of the Agreement. The parties have not relied on any representation, warranty or agreement relating to the subject matter of the Agreement that is not expressly set out in the Agreement, and no such representation, warranty or agreement has any effect from the date of the Agreement.