

ADVERTISING TERMS & CONDITIONS



DEFINITIONS

In these Terms and Conditions, the following expressions shall, unless the context otherwise requires, have the following meanings:

Publisher: Barcadia Media Limited and all associated brands and events

Advertiser: a person or company entering into Advertising agreement with the Publisher.

Advertisement: Advertisement carried out by the Publisher on behalf of the Advertiser. This can be carried out as;

- a) Digital Advertisements in Advertising Zones on the Publishers Website(s); or
- b) Digital Advertisements in Advertising Zones on the Publishers Newsletter(s); or
- c) eShots to the Publishers dedicated list of subscribers.

Advertising Zone: a pre-defined advertising space on the Publishers Website(s) or Newsletter e.g. 980x250pixels.

eShot: A custom email campaign carried out by the Publisher, solely for the Advertiser.

Digital Advertisement: a graphic file, third party tag or HTML5 ZIP file, which is provided by the advertiser to the Publisher and delivered through the Publishers chosen online advertising platform.

Service Order Agreement: the agreement to be completed and signed by the Advertiser in order to place Advertisements with the Publisher;

Start Date: the first day the Publishers advertising platform will display the Website Advertisement.

End Date: the final day the Publishers advertising platform will display the Website Advertisement.

Advertising Period: the number of days between the Start Date and the End Date.

Send Date: the date in which the Banner, Newsletter and/or eShot will be sent by the Publisher.

Impression: when an advertisement or any other form of digital media renders on a user's screen.

Campaign Statistics: statistics collected by the Publisher and provided as an average over a fixed period to the Advertiser for guidance purposes only.

1. APPLICATION AND AGREEMENT

These Terms and Conditions apply to all agreements for Advertisement.

The Publisher may at its absolute discretion accept or refuse the Advertiser's application for Advertisement.

The Advertiser acknowledges and agrees that the Service Order Agreement is a binding contract once it is signed and returned to the Publisher.

The Publisher expressly rejects other conditions of the Advertiser.

In the event of a conflict between the various documents forming this agreement between the parties the following order or priority shall apply:

- a) Agreements made in writing, such as via email; followed by
- b) The Service Order Agreement; followed by
- c) These terms and conditions;

2. ADVERTISING FEES AND PAYMENT TERMS

The Advertiser agrees to pay the Advertising Fees in accordance with the amounts and payment terms set out in the Service Order Agreement.

Any payment terms specified below can be discounted if an agreement is made in writing between the Advertiser and the Publisher prior to the start of the campaign.

If the Service Order Agreement is contracted more than 60 days prior to the Start Date; the Advertiser agrees to pay the Advertising Fees within NET 30 days of receipt of the Publishers invoice.

If the Service Order Agreement is contracted within 60 days of the Start Date; the Advertiser agrees to pay the Advertising Fees on receipt of the invoice.

All Advertisement Fees should be settled in full by the Advertiser prior to the Start Date.

In the event the Advertiser fails to meet any payment obligations, (whether as to the amounts or date of payment), then the Publisher shall be entitled in its sole discretion to deem that the Advertiser has cancelled its Advertisement and to exercise its rights pursuant to clause 3 (Cancellation and Resale of Advertisement item).

Instructions for payment will be indicated on all invoices which will be issued to the Advertiser by the Publisher.

Bank transfer payments: All bank charges payable on transfers have to be borne by the Advertiser.

Advertisers whose Advertisement Fee remains unpaid by the Start Date will not have their Advertisement displayed by the Publisher, unless alternative terms have been agreed with the Publisher.

If any amounts payable under the Service order Agreement are not paid to the Publisher by the due date for payment (whether Fees, Cancellation Charges or otherwise), then the Publisher shall be entitled to charge interest on such sum from the due date for payment at the rate of 2% per month on all late payments post due date as per the invoice.

3. CANCELLATION BY ADVERTISER

If the Advertiser cancels the Advertisement more than 30 days prior to the Start Date, no Cancellation charge will be applied.

If the Advertiser cancels the Advertisement within 30 days of the Start Date, the Advertiser agrees to pay 25% of the contracted Advertisement Fee as Cancellation Charge.

If the Advertiser cancels with an outstanding balance due, the Advertiser remains responsible for the entire balance due, plus reasonable legal fees to collect.

Cancellations must be made in writing by Advertiser to the Publisher e.g. by emailing the relevant sales contact.

Upon receipt of Advertisement cancellation notice, the Publisher shall have the absolute discretion to resell the advertisement(s) forfeited.

The Advertiser hereby acknowledges that the Cancellation Charge represents a reasonable pre- estimate of the likely losses and costs that would be incurred by the Publisher because of the Advertiser's cancellation and that they do not represent a penalty. For the avoidance of doubt, the Publisher is not required to mitigate its losses and/or costs in such circumstances and the Cancellation Charge shall remain payable even where the Publisher is able to resell the advertisement(s).

4. POSTPONEMENT AND CANCELLATION BY THE PUBLISHER

The Publisher shall be relieved of its obligations under the Service Order Agreement in the event that the Advertisement by the Publisher, the performance by the Publisher of any of its material obligations under the Service Order Agreement is impossible, illegal or substantially or materially interfered with, due to any cause or causes beyond the reasonable control of the Publisher or the provider of the Advertising platform, without limitation, any of the following: act of God, governmental act, war, fire, flood, explosion, civil commotion, armed hostilities, act of terrorism, revolution, blockade, embargo, strike, lock-out, sit-in, industrial or trade dispute, adverse weather, disease, risk to public health, accident to or breakdown of plant or machinery, shortage of any material, labour, transport, electricity or other supply, regulatory intervention, general advice or recommendation of any government (including any government agency or department) and/or regulatory authority ("force majeure").

In the event of force majeure, the Publisher may cancel or amend the date of the Advertisement. Should the Advertisement be cancelled, curtailed or adversely affected by any cause not within the reasonable control of the Publisher including but not limited to any of the force majeure events as identified in the preceding paragraph, the Publisher shall be under no obligation to refund all or part of the sums paid by the Advertiser in respect of their participation in the Advertisement. The Publisher shall be under no liability to the Advertiser or any other person in respect of any actions, proceedings, claims, demands, losses (including consequential losses), costs or expenses whatsoever which may be brought against or suffered or incurred by the Advertiser as the result thereof.

5. ADVERTISING SPECIFICS

For Advertisements via the Publishers website, the Publisher and the Advertiser shall agree in writing, within the Service Order Agreement or via email:

- 1) The location, type and size of the Advertisement;
- 2) The Start Date of the Advertisement;
- 3) The End Date of the Advertisement;
- 4) The number of estimated impressions; and
- 5) The Advertising Fee

For Advertisements via eShot or Newsletter, the Publisher and the Advertiser shall agree in writing, within the Service Order Agreement or via email:

- 1) The size of the Advertisement Zone (Newsletter only);
- 2) The content of the eShot (eShot only);
- 3) The Send Date;
- 4) The number of recipients;

- 5) The type of recipients; and
- 6) The Advertising Fee

The Publisher endeavours to provide an accurate estimate of impressions within the Service Order Agreement, however, the Advertiser will expect a reasonable variance of up to 10% on that value.

For Advertisements on the Publishers Website, the Advertiser agrees to supply all required Advertisement Material to the Publisher, seven (7) days before the Start Date. The Publisher reserves the right to delay the Start Date should this not be provided seven days before the Start Date. Under such circumstances, and depending on availability, the Publisher may agree with the Advertiser to one of the following scenarios:

- 1) extend the End Date to maintain the same Advertising Period; OR where this cannot be done, such as the case that an extension to the End Date is not possible due to the Publishers Advertising Zones being fully booked with other Advertisers
 - 2) carry over any days not fulfilled by the initial Advertising Period, into a second Advertising Period.
- If the Advertiser cannot Agree to either Scenario, they are still required to pay the entire Advertising Fee as agreed within the Service Order Agreement to the Publisher. Under either scenario, the Advertiser will expect that there may be an impact to the number of agreed impressions.

The Publisher may at its absolute discretion accept or refuse any Advertisement that does not completely conform to every detail, instruction, method and guideline set in the Creative Specifications, which can be found on the Publishers website and will be supplied to the Advertiser once the Service Order Agreement has been signed

Images provided by the Advertiser to the Publisher, can only be used by the Publisher for the purposes agreed to within the Service Order Agreement.

6. CAMPAIGN STATISTICS

Campaign statistics are continuously collected by the Publisher and can be provided, upon request, to the Advertiser.

These may include the following;

- a) Impressions;
- b) Clicks;
- c) Opens;
- d) Click through rate; and
- e) Open rate

The Publisher makes no guarantee that actual Advertisement campaign statistics will match the provided Campaign statistics; these are to be used for guidance purposes only. The Advertiser should expect reasonable variances in statistics.

7. GOVERNING LAW AND JURISDICTION

The validity, construction and performance of this Agreement shall be governed by English Law and shall be subject to the nonexclusive jurisdiction of the English Courts.

8. CONFIDENTIALITY

Neither party shall use, copy, adapt, alter, disclose or part with possession of any information or data of the other party which is disclosed or otherwise comes into its possession directly or indirectly as a result of this Agreement and which is of a confidential nature ("Confidential Information") except as strictly necessary to perform its obligations or exercise its rights under this Agreement PROVIDED THAT this provision shall not apply to Confidential Information:

- 1) Which the receiving party can prove was already in its possession at the date it was received or obtained or which the receiving party obtains from some other person with good legal title to the same or which is independently developed by or for the receiving party; or
- 2) Which comes into the public domain otherwise than through the default or negligence of the receiving party; or
- 3) Which the receiving party is required to disclose by law or applicable regulatory authority.

In all cases each party shall inform the other party immediately upon becoming aware or suspecting that an unauthorized person has become aware of Confidential Information, or that an unauthorized disclosure of Confidential Information has been made.

Each party shall ensure that its personnel, sub-contractors and agents who have, or may have, access to the Confidential Information are bound by an undertaking in substantially the same terms as this Clause 8. The provisions of this Clause 8 shall continue in force not withstanding termination or expiry of this Agreement.

9. LIMITATION OF LIABILITY AND INDEMNITY

This Clause sets out the entire liability of the Publisher (including any liability for the acts or omissions of its employees, agents and sub-contractors) to the Advertiser in respect of:

- a) Any breach of this Agreement;
- b) Any use made by the Advertiser of the Advertisement; and
- c) Any representation, statement or tortious act or omission (including negligence) arising under or in connection with this Agreement.

Neither the Publisher nor any of its respective agents shall be liable to the Advertiser under the Service Order Agreement, tort (including negligence and breach of statutory duty) or otherwise for any loss of profits (whether direct or indirect), revenue, goods, use, anticipated savings, goodwill, reputation or business opportunity or for any indirect, incidental special or consequential loss arising under this Agreement (whether or not reasonably foreseeable and even if it had been advised of the other incurring the same).

The Publisher's total liability in contract, tort (including negligence or breach of statutory duty) or otherwise arising in connection with this Agreement shall be limited to the total Advertisement Fees paid by the Advertiser for the relevant Advertisement in connection with which such liability arises.

All warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from this Agreement.

The Advertiser shall ensure that any material provided to the Publisher, including, but not limited to graphics, photographs, text and HTML code, are either the copyright of the Advertiser, or its respective agents and/or brands, OR the copyright does not belong to a third party with which the Advertiser does not have an Agreement in place with allowing access to the copyright which would allow the Service Order Agreement to be carried out. Any breeches in copyright arising from material supplied by the Advertiser to the Publisher, will remain the sole responsibility of the Advertiser and the Advertiser will bare full accountability with respect to legal and financial measures that may arise.

The Advertiser shall on demand indemnify and keep indemnified the Publisher against all costs, claims, demands, proceedings and losses whatsoever made against or incurred by the Publisher, its employees, agents or contractors as a result of any breach of any term(s) of this Agreement by the Advertiser, its agents, contractors or employees.

10. GENERAL

The Advertiser shall not be entitled to assign, transfer or delegate to a third party, any rights or obligations of the Advertiser arising under this Agreement. The Publisher shall be entitled to assign the benefit (subject to the burden) of this Agreement without notice to or consent from the Advertiser.

Any notice required or permitted to be given by either party to the other under this Agreement shall be in writing, by email to the relevant sales contact.

Any notices served on the Advertiser to the details provided by the Advertiser at the time of executing the contract shall be deemed as correctly notified.

The Publisher reserves the right to set off any indebtedness of the Advertiser to the Publisher against any indebtedness of the Publisher to the Advertiser.

No waiver by the Publisher of any provisions of this Agreement or any of its rights under this Agreement shall have effect unless given in writing and signed by any director of the Publisher. The Publisher's rights shall not be prejudiced or restricted by any concession, indulgence or forbearance extended to the Advertiser.

No remedy conferred by any of the provisions of this Agreement is intended to be exclusive of any other remedy, except as expressly provided, and each and every remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing in law or in equity or by statute or otherwise.

The headings in this Agreement have been inserted for reference only and do not affect their interpretation.

The provisions contained in each clause, and sub-clause of this Agreement shall be enforceable independently of each of the others and its validity shall not be affected if any of the others is invalid. If any of those provisions is void but would be valid if some parts of the provisions were deleted, the provision in question shall apply with such modification as may be necessary to make it valid.

Supplementary regulations and instructions: Notwithstanding any other provision of this Agreement, the Publisher reserves the right to issue supplementary regulations or instructions in addition to those in this Agreement to ensure smooth delivery of the Advertisement. Any additional written regulations or instructions shall be deemed to form part of these terms and conditions and shall be binding on the Sponsor.

Nothing in this Agreement is expressly or impliedly intended to confer on any third-party rights to enforce any of its provisions pursuant to the Contracts (Rights of Third Parties) Act 1999

Nothing in this Agreement is intended to, or shall be deemed to establish any partnership or joint venture between any of the parties, constitute any party the agent of another party, nor authorise any party to make or enter any commitments for or on behalf of any other party. Any variation to this Agreement must be in writing and agreed and signed by a duly authorised representative of both parties.

11. PRIVACY POLICY

Information supplied to the Publisher may be used for publication (where the Advertiser provides details for inclusion) as well as

to provide the Advertiser with services and information about the Publishers products or services in the form of direct marketing activity by phone, fax or post.

Barcadia Media Limited is registered in England & Wales No. 6970806:

Registered address. Barcadia Media Limited, 14 Edward Street, Blackpool, Lancashire, FY1 1BA. Tel: 01253 272 998.

The logo for Barcadia Media is a light pink speech bubble shape. Inside the bubble, the words "BARCADIA" and "MEDIA" are written in a bold, white, sans-serif font, stacked one above the other.

**BARCADIA
MEDIA**