

# PDCN Advertising Terms and Conditions



**These terms and conditions apply to all advertising services provided to any entity by the Physical Disability Council of New South Wales (PDCN).**

The term “advert” or “advertising” includes the publication of any promotional material on any website, blog, email newsletter, social media or other digital or non-digital communications managed directly by the Physical Disability Council of New South Wales.

Neither these Terms nor any written or verbal quotation by PDCN represent an offer to publish advertising.

Once an advert is approved by the PDCN Chief Executive Officer and the Online and Social Media Coordinator, email confirmation and an invoice will be issued to the customer.

PDCN reserves the right to refuse, or withdraw from, publication of any advertising at any time without reason, even if the advertising has previously been published by PDCN. A pro-rated refund will be given in this event.

PDCN will use reasonable endeavours to publish adverts submitted by customers in the format submitted, provided that it meets the specifications provided. PDCN reserve the right to edit the text of Sponsored Stories and Sponsored Links before publication, subject to the approval of the customer.

PDCN will not be liable for any costs, expenses, losses, or damages suffered or incurred by a customer arising from a failure by PDCN to publish advertising in accordance with a customer's request.

The customer agrees that any advertising material provided to PDCN does not breach State or Federal laws, including, but not limited to, the Competition and Consumer Act, Fair Trading legislation; any Anti-discrimination legislation; any copyright legislation; any law relating to defamation or obscenity; the Privacy Act; or any other law.

PDCN will not be responsible for any loss or damage of advertising material submitted by a customer, even if caused by the negligence of PDCN.

The customer accepts full responsibility for content accuracy and no amendments can be made once published.

Any customer request for credit, re-publication or any other remedy in respect of advertising, must be sent in writing to PDCN. PDCN will only consider such requests during normal office hours (9am to 5pm, Monday to Friday excluding public holidays). PDCN may, at its discretion, consider a partial refund or credit in extenuating circumstances upon request, but reserves the right to refuse any refund or credit (whether partial or in full) where an advert is withdrawn by the customer or upon the customer's direction.

Advertising rates may be varied at any time by PDCN without prior notice.

The customer must pay for advertising by pre-payment via direct bank deposit or PayPal (additional fees apply.)

The customer acknowledges that it has not relied on any advice given or representation made by or on behalf of PDCN in connection with the advertising.

The customer indemnifies PDCN and its officers, employees, contractors and agents (the 'Indemnified') against any costs, expenses, losses, damages and liability suffered or incurred by the Indemnified arising from the customer's breach of these Terms or any negligent or unlawful or other act or omission of the customer in connection with the advertising.

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The customer accepts complete responsibility and all liability for the content of the advert, including the accuracy of the information provided, and asserts the legitimate authority to use the information (including photographs, images and logos) for advertising purposes. The customer warrants that the information provided is true, accurate and legitimate, and indemnifies PDCN against any claims by third parties in connection with the advertising.

The customer acknowledges that PDCN accepts advertising material in good faith in the honest belief that it is true and accurate in the absence of any notification to the contrary. It is not practicable to investigate or test the accuracy and veracity of material submitted for advertising purposes, nor is it incumbent on PDCN to do so, but PDCN reserves the right to remove an advert without notice in response to a complaint or allegation.

PDCN will label all advertising 'Sponsored Story' or 'Sponsored Link'

Without limitation, PDCN will in no circumstances be liable for any unauthorised use or reproduction of the advert or aspects of the advert (including images) by third parties.

## **Contract Specifics:**

**Advertising Type & Level (e.g. Sponsored Link – Premium):**

**Issue Date(s):**

**Price:**

## **Please complete the below details:**

I, \_\_\_\_\_ (insert name)

Position \_\_\_\_\_

of \_\_\_\_\_ (Organisation Name)

agree to the Advertising Terms and Conditions listed above.

Signature \_\_\_\_\_

**Billing Name:**

**Billing Address:**

**Billing Email:**

**ABN:**