

## 256 Media Advertising Sales Digital Terms & Conditions

*As of 27<sup>th</sup> April 2016*

### ADVERTISING SALES TERMS AND CONDITIONS

#### 1. DEFINITIONS

“Advertiser” includes an agency lodging copy on behalf of an advertiser and advertisers who lodge copy directly with 256 Media and their websites for Houseandhome.ie and Confetti.ie

“Booking” means allocation of advertising space on a 256 Media titles website, as identified in a confirmation;

“Cancellation Date” means the cancellation date applicable to the title as specified in the booking;

“Confirmation” means written details of the booking containing such information as is specified by 256 Media;

“Copy” means advertising material and any promotional or other material provided to 256 Media, including words, images, instructions for the creation of any adverts or native content;

“Spec Sheet” means copy lodgement and production requirements specified by 256 Media;

“256” and “256 Media” means T.F.S. Media Agency Limited and any associated company for which 256 accepts bookings for the provision of digital publishing services;

“Publishing Services” means provision of advertising space in any publication or their associated websites that 256 publish on behalf of their clients or their own titles;

“Rate Card” means the rate card applicable at the date of publication of the relevant copy as specified in the booking.

“Publication Date” means the date the advertisers advert goes live

#### 2 BOOKING PROCESS

2.1 Advertisers may place an order with 256 Media for HouseandHome.ie, Confetti.ie or other publications websites on behalf of their clients for the provision of publishing services. A confirmation will be issued to the advertiser with respect to each booking.

2.2 An advertiser may amend any booking by advising the Advertising Manager who they booked with by email before 5pm on the second clear day following sending of a confirmation to advertiser. Unless amended the confirmation will then become binding on the advertiser.

2.3 Advertiser may cancel all or part of a booking without penalty if written notice is given to the Advertising Manager of the respective, in writing 5 days before the copy deadline.

Bookings accepted by 256 Media after the copy deadline may not be cancelled by the advertiser.

2.4 If an advertiser cancels all or part of a booking, 256 Media are entitled to full payment for the booking if it's within 2 days of the copy deadline.

2.5 If an advertiser cancels all or part of a booking between 1 to 3 days before the copy deadline, 256 Media are entitled to 50% payment for the booking.

2.5 If an advertiser books a series of insertions on a series discount and cancels within the agreed timeframe, he will forfeit the discount and agrees to pay 256 Media the discounted portion in full.

2.6 If 256 Media fail to issue a confirmation relating to any booking but provides publishing services, these terms will bind the advertiser as if a confirmation had been issued.

### 3. RATES AND PAYMENT

3.1 The applicable rate for any booking will be the rate specified in the rate card or as agreed by the sales representative at 256 Media as at the publication date specified in the confirmation. The advertiser must pay the applicable rate to 256 Media at the time of presentation of the invoice or on such later date as may be specified by for the Publishing Services.

3.2 Production costs will also be payable by the advertiser at 256 Media's standard rates from time to time where production costs are incurred on behalf of the advertiser.

3.3 The advertiser agrees to discharge in full all invoices issued by 256 Media in respect of publishing services and production costs within 30 days from the date of invoice. Interest will be charged on overdue invoices at a rate equal to Bank of Ireland's base rate plus 3% on a daily basis.

### 4. CONDITIONS RELATING TO PUBLISHING SERVICES

4.1 256 Media may, at its discretion, refuse to accept any copy for publication and may at any time cancel or reschedule any booking.

4.2 256 Media may, at its discretion, refuse publishing services to an advertiser if the advertiser is in breach of these conditions or any agreement between the advertiser and 256 Media.

4.3 Bookings may not be resold or sub-licensed by advertiser or used other than for copy referred to in the confirmation.

4.4 256 Media make no warranties in relation to proximity of publication of copy relative to publication of copy relating to competing products or services.

4.5 If 256 Media are unable to perform an obligation under these conditions by reason of an event outside of 256 Media's reasonable control, performance of that obligation is suspended and 256 or their Contract Clients titles neither 256 media or the Contract Clients shall be liable in any manner in respect of such non-performance.

## 5. COPY LODGEMENT

5.1 The advertiser must lodge copy in accordance with the 256 Media spec sheet.

5.2 If copy is not lodged as required, 256 Media are entitled to payment for the booking and may at its election publish copy previously provided by advertiser or cancel the booking.

5.3 256 Media reserves the right to place the word(s) "advertisement/promotion/advertorial/reader's promotion" above, below or in any copy which in 256 Media's opinion resembles editorial content.

5.4 No responsibility will be taken by 256 Media for any copy left uncollected after three (3) months from the date of publication.

## 6. WARRANTIES

Advertiser warrants to 256 Media that all copy lodged with 256 Media:

6.1 Complies with all laws, statutes, regulations, codes of practice and any standards applicable to publication of copy and determined by any relevant governmental or regulatory agency or industry self-regulatory body;

6.2 Complies with any standard or requirement specified by 256 Media and their Contract Clients and notified to the advertiser from time to time;

6.3 Does not infringe the copyright, trademark, intellectual property or other legal rights of any person or entity;

6.4 is not false or misleading and is true in substance and in fact; or

6.5 does not contain anything which may give rise to any cause of action by a third party against 256 Media and/or their Contract Clients on behalf of whom

they act, including without limitation material which is defamatory or obscene or which otherwise causes injury or damage to any person or entity.

## 7. INDEMNITY

The advertiser hereby indemnifies 256 Media, their Contract Clients, their employees, agents and associated companies, and their employees and agents against any action, claim, loss or expense arising from publication of copy or cancellation or failure to publish any copy and all costs, losses and expenses suffered or incurred by 256 Media and their Contract Clients, its employees, agents and associated companies, and their employees and agents as a result of any breach by the advertiser of these conditions or any agreement between the advertiser and 256 Media and their Contract Clients.

## 8. LIABILITY

8.1 256 Media and their Contract Clients shall not be liable and accepts no liability under these conditions or otherwise in law and, in addition, the advertiser acknowledges that 256 Media and their Contract Clients excludes liability under these conditions and in law for any indirect, special, economic or consequential loss or damage suffered or incurred by the advertiser or loss of revenue, profits, goodwill, data or opportunities or loss of anticipated savings whether caused by negligence or otherwise and whether or not 256 Media and their Contract Clients were aware or should have been aware of the possibility of such damage.

8.2 To the extent permitted by law, all other representations, conditions or warranties, whether based in statute, common law or otherwise, are excluded. The liability of 256 Media and their Contract Clients for any breach of a term or condition whether implied by law or otherwise is limited, at 256 Media and their Contract Clients opinion, to the supply of any service again or the payment for the cost of having any service supplied again.

## 9. GENERAL

9.1 The advertiser may not assign any rights or obligations under this agreement without the prior written consent of 256 Media and their Contract Clients.

9.2 Invalidity of any provision of these terms and conditions shall not affect the validity of any other provision hereof and any invalid provision shall, to the extent possible, be modified to accomplish the same obligations in a valid way without affecting the surviving provisions.

9.3 No failure by 256 Media and their Contract Clients to exercise any rights accruing to it by virtue of these terms and conditions or any other agreement entered into with the advertiser shall operate as a waiver or prelude the exercise of any other right or privilege by 256 Media and their Contract Clients.

9.4 Any notice required to be delivered under these terms and conditions shall be in writing and shall be delivered personally or sent by e-mail or pre-paid post.

9.5 There are no other terms applicable to the sale of publishing services by 256 Media and their Contract Clients to the advertiser other than those contained or referred to in these terms and conditions.

No modification, amendment, waiver or other change of any provision of 256 Medias' and their Contract Clients' terms and conditions shall be binding on 256 Media and their Contract Clients without 256 Medias' prior written consent.

9.6 By placing a booking with 256 Media for inclusion into any of their or their Contract Clients Magazines the advertiser accepts in full these terms and conditions to the exclusion of any other terms and conditions, whether of the advertiser or otherwise.

## 10. LAW AND JURISDICTION

These terms and conditions and any agreements between the advertiser, 256 Media and their Contract Clients are governed by the laws of Ireland and each party submits to the exclusive jurisdiction of the courts of Ireland.

APPENDIX I – Spec sheet (latest information available at [256media.ie](http://256media.ie))

APPENDIX II – Rate Card.