

Terms and Conditions for Weddings Tasmania

General, Magazine, Social/Digital and Website

Weddings Tasmania accepts advertising for Weddings Tasmania Magazine, Wedding Exhibition, respective Social and Digital platforms, and other Weddings Tasmania products/services under the following Terms and Conditions. Weddings Tasmania reserves the right to reject any advertiser or advertisement in part or whole, without prejudice.

(1) Payments and financial considerations

I. **Booking fee and contract:** The booking fee is non-refundable. Weddings Tasmania will not commence production of the advertisement, or arrange placement of artwork until the booking fee has been paid.

II. **Periodic payments:** Periodic payments commence on January 1st of the year of the magazine publication and finish December 1st of the year of the publication.

III. **Periodic payment surcharge:** All periodic payments attract a 2.5% surcharge.

IV. **Dishonour of payment(s):** Should a dishonour of payment(s) occur, Weddings Tasmania reserves the right to request the full balance for the outstanding amount to be paid within 7 days of notification. Should we not receive this payment in full within 7 days, Weddings Tasmania reserves the right not to proceed with placement of that advertisement, and all payments made by the advertiser up to date will become non-refundable. Additionally, Weddings Tasmania also reserves the right to charge an administrative fee of \$25.00 for each dishonoured payment.

V. **Collection Agency and Legal Costs:** In the event an overdue account is referred to a collection agency and/or legal firm, the relevant advertiser will be liable for all costs that are incurred in relation to the debt, including legal demand costs.

VI. **Refunds:** Weddings Tasmania will refund payments made on the following basis:

- a) With notice of cancellation given prior to 1st February of the year of the publication, the business will be refunded 100% of the total amount paid, minus the \$400.00 Booking Fee.
- b) With notice of cancellation given prior to 1st March (and after 1st February) of the year of the publication, the business will be refunded 75% of the total amount paid, minus the \$400.00 Booking Fee.
- c) With notice of cancellation given prior to 1st April (and after 1st March) of the year of the publication, the business will be refunded 50% of the total amount paid, minus the \$400.00 Booking Fee.
- d) With notice of cancellation given after 1st April of the year of the publication, the business will not be entitled to a refund.

VII. **Responsibility by the advertiser to Weddings Tasmania, upon selling/ceasing of operation of their business:** In the case the business with whom this contract is made is sold or ceases operation for whatever reason, it is the responsibility of the business owner(s) with whom this contract is made, to notify Weddings Tasmania within 30 days regarding the sale/cessation of business operation. Additionally, it is the responsibility of the business owner(s) with whom this contract is made, to make full payment(s) to Weddings Tasmania

(2) Placement and/or modification of advertising material

I. **Modification/deletion of material by Weddings Tasmania:** Weddings Tasmania Magazine reserves the right to modify or delete any advertisement, text, image or any material submitted, to maintain the quality of the magazine or to maintain requirements as deemed necessary by the Editor or Publisher of the magazine.

II. **Placement of advertising/editorial/advertorial content within the magazine:** Weddings Tasmania Magazine reserves the final right as to where within Weddings Tasmania Magazine advertisements and/or editorial and/or advertorial may appear.

(3) Custody of advertising material

Weddings Tasmania Magazine will keep possession of advertising material (photographs, logos, proofs, digital information, etc.), at the advertiser's risk. In case of loss of any of this material, Weddings Tasmania Magazine accepts no responsibility. For this reason, we advise that advertisers provide Weddings Tasmania Magazine only with duplicate files required for their advertisement design.

(4) Design and reproduction of advertisement in print

I. Advertisement specifications for graphic designers: Advertisers who do not use Weddings Tasmania to complete their artwork should direct their graphic designer to the Advertisement Specifications.

II. No responsibility is taken by Weddings Tasmania for advertisements provided by a Graphic Designer: Weddings Tasmania cannot accept responsibility for designs provided by businesses using their own graphic designer. It is the responsibility of the advertiser to ensure the advertisement provided by the designer fulfils all of the advertiser's expectations, including the advertisement layout, editorial content and colour.

III. Charges for changes required to advertising material submitted by a Graphic Designer: Weddings Tasmania reserves the right to charge a minimum fee of \$55.00 for modification/changes needing to be made to the advertising material provided by a graphic designer.

IV. Advertising material must be of a professional quality: Supply of all advertising material, including design and photography must be of a professional standard, as judged by the Editor or Publisher of Weddings Tasmania.

V. Charge for late submission of material: Weddings Tasmania reserves the right to charge a late fee of \$185.00 for late submission of advertising material including text, photographs, final design and any other material deemed necessary to produce the advertisement.

VI. Variation in advertisement colour in print: For advertisers re-running their advertisement from previous issues of the magazine, please be aware that there may be a slight colour shift to the previous issues of Weddings Tasmania Magazine. Weddings Tasmania Magazine will accept no responsibility for these shifts in colour.

(5) Copyright and advertisers' bona fide

I. Copyright on Weddings Tasmania photography and design: Any advertisement designed by Weddings Tasmania, or any photograph taken by Weddings Tasmania may not be reproduced in any other publication, television, digital media, social media or any visual medium without prior written permission from the Editor or Publisher of Weddings Tasmania Magazine. Advertisements and photographs produced by Weddings Tasmania Magazine remain the property of Weddings Tasmania Magazine.

II. Submission of material being copyright free and infringement free: The Advertiser warrants that the advertising material provided to Weddings Tasmania for publication will not infringe on any copyright laws and is not defamatory, misleading or deceptive. In the case of issues arising from the use of the images or text provided by the Advertiser, the Advertiser will absolve Weddings Tasmania from any responsibility, both legal and financial.

III. Consent of the people featured in advertisements, editorial content, articles or features: All images, videos, media and text provided to Weddings Tasmania will have the full consent of the people featured (especially minors) in this medium. In the case of issues arising from the use of this media, the Advertiser will absolve Weddings Tasmania from any responsibility, both legal and financial.

(6) Weddings Tasmania liability

Weddings Tasmania Magazine will conduct its associated business interests with due professional diligence. If for any reason Weddings Tasmania cannot complete any of these business ventures for whatever reasons, it is agreed that the liability of Weddings Tasmania shall be limited to a refund of any moneys paid under this agreement, which shall be in full and final satisfaction of any damage or loss suffered.

Weddings Tasmania Wedding Exhibition

Weddings Tasmania accepts bookings for Weddings Tasmania Wedding Exhibition under the following Terms and Conditions. Weddings Tasmania reserves the right to reject any business in part or whole, without prejudice.

Any exhibitor who does not comply with the following terms either prior to, or during the exhibition shall forfeit the right of possession over their allocated site space and any monies paid to Weddings Tasmania. In addition, that business shall be liable to pay Weddings Tasmania for any loss suffered due to their actions.

(7) Subletting and sharing of exhibition space

The site occupied by the exhibitor shall not be shared, sublet or assigned to any other business or person, other than that stated on the registration form. This includes not displaying brochures, business cards, posters or any other identifying material, which is not part of the business identified on the registration form.

(8) Location of exhibitors' space

Weddings Tasmania reserves the final right as to where the exhibitor is situated within the Wedding Exhibition.

(9) Professional conduct expected of the exhibitor

I. Use of sound, visual and other demonstration equipment: Use of audio-visual and other demonstration equipment is encouraged, provided exhibitor gives due consideration to other exhibitors and to attendees. Weddings Tasmania reserves the right to discontinue the use of any equipment that may be deemed to interfere with other exhibitors/attendees comfort.

II. Damage to the expo venue: The exhibitor must not tamper with the walls, floors and ceiling of the venue, nor any fittings which do not belong to the exhibitor. Any damage shall be deemed the liability of the exhibitor.

III. Maintaining the integrity of the exhibitor's display: Unless granted permission in writing by Weddings Tasmania, no exhibitor's display may be moved from a site during the exhibition.

IV. Exhibitors' boundary: The exhibitor must not permit any parts of their display to extend over any boundary of their allocated site space without permission from Weddings Tasmania. All staff associated with a particular exhibition space must remain within the confines of their allocated space. Staff will not engage in any sales or promotion outside of their allocated space.

V. Exhibitors' sites must be fully set up, as listed in the Exhibitors Manual: The exhibitor must ensure that their site is fully set up, as per the time listed in the Exhibitors Manual. This is to ensure that there are no safety issues associated with carrying display articles through the exhibition space, at a time that the space may be occupied by patrons.

VI. Staffing of exhibitors' sites: The exhibitor must provide proper staffing for their site, whilst the exhibition is open to the public.

VII. Games of chance, raffles and competitions: The exhibitor shall not conduct any games of chance, side shows, raffles or competitions without written permission from Weddings Tasmania.

(10) Insurance and liability

I. Weddings Tasmania liability — damage to exhibits: Weddings Tasmania will not be liable for any damage to exhibits, goods or other property caused by loss, damage, fire, theft, water, storms, strikes, or any other causes whatsoever.

II. Weddings Tasmania liability — cancellation, postponement, abandonment of exhibition: Weddings Tasmania shall not be held liable for any cancellation, postponement or abandonment of the exhibition for any reason whatsoever, including lockout, explosion, fire, civil disturbance, accident, the failure of public services, or essential services during the exhibition or for any reasons the venue becomes

unavailable for all or part of the exhibition. Any loss incurred by the exhibitor due to the above shall not be the responsibility of Weddings Tasmania and no compensation shall be awarded to the exhibitor,

III. Exhibitor liability — exhibit at own risk: The exhibitor shall participate in the exhibition at their own risk and hereby indemnifies Weddings Tasmania from all claims and demands resulting from accident, damage to property (owned, leased or hired), injury or death to any person for the duration of the exhibition.

IV. Exhibitor — Public Liability Insurance: All exhibitors shall be responsible for taking out their own Public Liability Insurance for the duration of the exhibition and a copy of such a policy will be made available to Weddings Tasmania if required.

(11) Sales & sampling of food and beverage

I. Sale of Alcohol: The sale of alcohol is not permitted.

II. Sale of Non Alcoholic Beverages and Food: Catering may only be carried out by licensed, registered and insured caterers. Food safety certification must be on display during a catered event. The Licensee may only prepare or cook food in areas designated for that purpose.

III. Food & beverage sampling: Weddings Tasmania has no objection to the provision of food samples, as long as it is a product manufactured or supplied by the exhibitor. Samples to be given away free to patrons must be:

- Items that are related to their normal business operations
- Portions to be of normal tasting size only
- Non-alcoholic beverage samples should be no more than 100mls
- Liquor samples are to be no more than 50mls for wine, 100mls for beer and 20mls for spirits •
- Food items should be no larger than bite size.

(12) Ownership and copyright of images and information procured from the Exhibition

All images (video and photography), sound recording, and information gathered, including information and attendee lists procured from the Wedding Exhibition, remain the property of Weddings Tasmania and full copyright remains with Weddings Tasmania. These media, lists and information may be used in any way deemed suitable by Weddings Tasmania, including but not exclusive to publishing within the magazine, website, social, digital or other media.