

Terms and Conditions for Bride Tasmania

General, Magazine and Website

Bride Tasmania accepts advertising in Bride Tasmania Magazine, Bride Tasmania Wedding Exhibition, and all its associated business interests on the following terms. Bride 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. Bride 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, Bride 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, Bride Tasmania reserves the right not to proceed with placement of that advertisement, and all payments made by the advertiser up to that time will become non-refundable. Additionally, Bride 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:** Bride Tasmania will refund payments made by advertisers on the following basis:
 - a. Payments made in full (not including periodic payments), with notice of cancellation given prior to 1st March of the year of the publication, will be refunded 75% of the total amount paid, minus the Booking Fee.
 - b. Payments made in full (not including periodic payments), with notice of cancellation given prior to 1st April (and after 1st March) of the year of the publication, will be refunded 50% of the total amount paid, minus the Booking Fee.
 - c. Payments made in full (not including periodic payments), with notice of cancellation given after 1st April of the year of the publication, will not be refunded.
 - d. Payments made via periodic payments, with notice of cancellation given prior to 1st April of the year of the publication, will be refunded 50% of their monthly payments made (not including the Booking Fee).
 - e. Payments made via periodic payments, with notice of cancellation given after 1st April of the year of the publication, will not be refunded.
- VII. **Magazine location surcharges:** A surcharge applies to advertisements appearing prior to the contents page, back cover, as well as the inside and outside back cover of Bride Tasmania Magazine. Please note that all surcharged pages have a minimum size restriction as determined by the Editor of Bride Tasmania Magazine. Additionally, the Editor of Bride Tasmania Magazine has the final decision on determining which part of the magazine may or may not attract a location surcharge.
- VIII. **Financial responsibility by the advertiser to Bride 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 was made, to make full payment(s) to Bride Tasmania. Additionally, upon the sale or ceasing of operation of the business, the business with whom this contract is made, needs to notify Bride Tasmania Magazine within 30 days regarding the sale/cessation of business operation.

(2) Placement and/or modification of advertising material

- I. **Modification/deletion of material by Bride Tasmania:** Bride 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 within the magazine:** Bride Tasmania Magazine reserves the final right as to where within Bride Tasmania Magazine advertisements and/or editorial and/or advertorial may appear.

(3) Custody of advertising material

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

(4) Design and reproduction of advertisement in print

- I. Bride Tasmania charges for alterations made to design:** When Bride Tasmania is commissioned to design a magazine advertisement, it will do so based upon the information provided by the advertiser. Upon completion of the first draft of the design, the advertiser will have two opportunities to alter aspects of the design. After these two alterations, an additional \$55.00 charge will apply for each additional alteration.
- II. Advertisement specifications for graphic designers:** Advertisers who do not use Bride Tasmania to complete their artwork should direct their graphic designer to the Advertisement Specifications. These can be found on the Bride Tasmania Website.
- III. No responsibility is taken by Bride Tasmania for advertisements provided by a Graphic Designer:** Bride 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.
- IV. Bride Tasmania is to receive a colour corrected proof from the Graphic Designer:** The advertiser using the services of a graphic designer will also ensure to have received a final colour corrected proof of their advertisement from their designer, which they have approved. This proof must be forwarded to Bride Tasmania with the digital version of the advertisement. We endeavour to colour match as closely as possible to the proofs provided. However, Bride Tasmania will not be responsible for any shifts in colour, tone or contrast.
- V. Charges for changes required to advertising material submitted by a Graphic Designer:** Bride 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.
- VI. 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 Bride Tasmania.
- VII. Charge for late submission of material:** Bride Tasmania reserves the right to charge a late fee of \$55.00 for late submission of advertising material including text, photographs or completed designs and any other material deemed necessary to produce the advertisement, particularly where it affects the publication date of the magazine.
- VIII. 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 Bride Tasmania Magazine. Bride Tasmania Magazine will accept no responsibility for these shifts in colour.

(5) Copyright and advertisers' bona fide

- I. Copyright on Bride Tasmania photography and design:** Any advertisement designed by Bride Tasmania, or any photograph taken by Bride 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 Bride Tasmania Magazine. Advertisements and photographs produced by Bride Tasmania Magazine remain the property of Bride Tasmania Magazine.
- II. Submission of material being copyright free and infringement free:** The Advertiser warrants that the advertising material provided to Bride 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 Bride Tasmania from any responsibility, both legal and financial.

All images, videos and text provided to Bride Tasmania will have the full consent of the people featured (especially minors), and/or people who contracted for the images/videos/text to be made and/or the people who own and have copyright of these images/videos/text.

(6) Website

- I. Web presence is complimentary for current advertisers in the magazine only:** Bride Tasmania Magazine will feature an advertiser's web listing/link/gallery on the Bride Tasmania website free of charge, only while the advertiser appears in the current edition of the magazine, or at the discretion of the Editor or Publisher of Bride Tasmania Magazine.
- II. Advertisers' responsibility to ensure the accuracy of material on the website:** It is the advertiser's responsibility to ensure the accuracy of their advertorial copy, contact details and photographs featured, videos, music clips etc. Bride Tasmania Magazine will accept no liability should material fail to appear, or appear inaccurately.

(7) Bride Tasmania liability

Bride Tasmania Magazine will conduct its associated business interests with due professional diligence. If for any reason Bride Tasmania cannot complete any of these business ventures for whatever reasons, it is agreed that the liability of Bride 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.

Bride Tasmania Wedding Exhibition

Bride Tasmania accepts orders for businesses wishing to partake in the Bride Tasmania Wedding Exhibition on the following terms. Bride Tasmania reserves the right to reject any exhibitor, 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 Bride Tasmania. In addition, that business shall be liable to pay Bride Tasmania for any loss suffered due to their actions.

(8) Subletting and sharing of exhibition space

The site space 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.

(9) Location of exhibitors' space

Bride Tasmania reserves the final right as to where the exhibitor is placed within the Wedding Exhibition.

(10) 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 exhibitors give due consideration to other exhibitors and to attendees. Bride 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 Bride 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 Bride 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 set up by no later than 9.45am of the exhibition day:** The exhibitor must ensure that their site is fully set up no later than 9.45am of the day of the wedding exhibition. 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 staff at all times 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 Bride Tasmania.

(11) Insurance and liability

- I. **Bride Tasmania liability — damage to exhibits:** Bride 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. **Bride Tasmania liability — unforeseen circumstances:** Liability shall not be accepted by Bride Tasmania for unforeseen circumstances arising through the failure of public services, or essential services during the exhibition and no compensation shall be awarded to the exhibitor.
- III. **Bride Tasmania liability — cancellation, postponement, abandonment of exhibition:** Bride 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, or accident, 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 Bride Tasmania.
- IV. **Exhibitor liability — exhibit at own risk:** The exhibitor shall participate in the exhibition at their own risk and hereby indemnifies Bride 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.
- V. **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 Bride Tasmania if required.

(12) Sales & sampling of food and beverage

I. Sale of Alcohol

Alcohol is permitted to be sold with the appropriate liquor license that has been authorised for the event. Alcohol can only be served to people over 18 years of age. With regard to the selling of alcohol, please refer to the following:

(a) Exhibitors or their agents or sub-contractors must not sell or supply alcoholic beverages within the Licensed Area unless they hold a liquor license issued in accordance with the *Liquor Licensing Act 1990* (Tas) specifically allowing the sale or supply of alcoholic beverages at or within the Licensed Area.

(b) If so licensed, the Licensee must:

- (i) in connection with any sale or supply of any alcoholic beverages within the Licensed Area, comply, or must procure the holder of the liquor licence to comply, with the conditions of the liquor licence and the provisions of the *Liquor Licensing Act 1990* (Tas); and
- (ii) Provide evidence of the liquor licence if requested by the Licensor.

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

Bride Tasmania has no objection to the provision of food samples, if it is a product manufactured or supplied by the exhibitor. Samples to be given away free to patrons must be:

- Items which exhibitors buy wholesale in the normal conduct of their business
- Items that are produced by equipment used in the normal conduct of their business
- 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.

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

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