

ADVERTISING TERMS AND CONDITIONS

BPAC NZ Limited ('**bpac**^{nz}') owns and publishes a wide range of written and multimedia resources and publications, including Best Practice Bulletin and the Antibiotics Guide ('**bpac**^{nz} Publications'), which it makes available through the website 'www.bpac.org.nz' ('our website').

These Terms and Conditions apply when you request **bpac**^{nz} to place an advertisement with **our website** and the Best Practice Bulletin a **bpac**^{nz} **Publication**.

When you request an advertisement with us, you agree that all information provided to us is correct and accurate.

1. Publication

We will include the advertisements as provided by you in the publications you have selected in the online booking form and confirmed with you on email via a booking confirmation. This is however subject to the following conditions.

- 1.1 You will provide us with final advertising files no later than the date specified in the booking confirmation.
- 1.2 You warrant that all advertisements comply, where applicable, with the Medicines New Zealand Code of Practice; The Advertising Standards Authority Therapeutic and Health Advertising Code; the Medical Council of New Zealand Statement of Advertising and all applicable laws.
- 1.3 We may decline an advertisement at the sole discretion of **bpac**^{nz} Editor and Publications Manager

2. Invoicing and Payment

- 2.1 Following confirmation of your booking you will receive an invoice from **bpac**^{nz} for your booked advertisements
- 2.2 All invoices are payable within 7 days of the date of issue
- 2.3 All published rates are quoted in New Zealand dollars, excluding GST and any commissions to third parties
- 2.4 If you do not pay within 7 days of the date of issue, we may charge interest on all overdue amounts at the rate of 2.5% per month calculated on a daily basis until payment is made.
- 2.5 We will not charge interest on any amounts in dispute, provided that we are satisfied that the dispute is reasonable
- 2.6 If you fail to pay an invoice within 7 days of the date of issue, we may suspend any future advertising that you have booked with us and allocate this space to another advertiser.

3. Cancellation

- 3.1 **bpac**^{nz} website – You agree to make payment in full for any advertising that is cancelled in the month of publication
- 3.2 Best Practice Bulletin a **bpac**^{nz} **Publication** – You agree to make payment in full for any advertising that is cancelled within the two weeks prior to publication
- 3.3 In addition the following cancellation conditions apply:
 - 3.3.1 You agree to pay 50% of the agreed fee if cancellation is received in writing in the month prior to the month of publication for **our website** or four weeks prior for Best Practice Bulletin a **bpac**^{nz} **Publication**

4 Liability

We take every care with each advertisement you book with us, however you are not entitled to compensation of any sort if, for any reason, an advertisement is incorrect, supplied late or not supplied at all.

- 4.1 Where we fail to place an advertisement for any reason, whether or not it is within our control, we will reschedule the advertisement at the next opportunity on the same terms and at the same price, in full consultation with you, the Advertiser.
- 4.2 Where an advertisement is incorrect due solely to our error, you must tell us immediately after the advertisement is placed and we will place it again at our cost.

5 Privacy

- 5.1 Our booking form requires you to provide relevant personal information in order for us to place your advertising with us. In providing this information to us we will comply with the Privacy Act 1993 to protect your personal information.
- 5.2 Any personal information we collect about you will be held by us at South Link House, 5 Melville Street, Dunedin. If you have any queries relating to our handling of your personal information please contact us using this address.

6 Changes

- 6.1 We reserve the right to add to, modify, suspend, or remove our website or any information, specification, or feature incorporated in our website at any time and without notice. We reserve the right to change these terms of use from time to time.

7 Trademarks

- 7.1 The name and logo of **bpac^{nz}**, and all trade marks appearing on **our website** belong to us or our licensors or affiliates. You must not use or reproduce or allow anyone to use or reproduce those names, logos, or trademarks for any reason without our prior written permission in each case.

8 General Disclaimers

- 8.1 We endeavour to ensure the accuracy of information available through our website and that the content of our website is free from errors. However, we do not give any warranty or other assurance as to the content of material appearing on our website, its accuracy, operation, quality, functionality, completeness, timeliness or suitability for any particular purpose.
- 8.2 To the maximum extent permitted by law, we provide **our website**, the **bpac^{nz} Publications** and related information and services on an "as is" basis without any warranties, representations, or guarantees of any kind (whether, express, implied, statutory or otherwise) including, but not limited to, warranties of noninfringement, merchantability, or fitness for a particular purpose.
- 8.3 You acknowledge that if you rely on our website or any materials available through our website, you do so solely at your own risk.
- 8.4 The views expressed in any advertising material published on **our website** or in the **Best Practice Bulletin** are not necessarily the views of **bpac^{nz}** and we expressly disclaim all responsibility for the content of any third party material published on our website.
- 8.5 Nothing in these terms of use is intended to avoid the provisions of the Consumer Guarantees Act 1993 except to the extent permitted by that Act, or to exclude liability arising under any other statute, if and to the extent that such liability cannot be lawfully excluded, and these terms of use shall be modified to the extent necessary to give effect to that intention. If you are acquiring goods or services for the purposes of a business you agree that the guarantees provided in the Consumer Guarantees Act 1993 shall not apply. We do not provide any express guarantees (as that term is defined in the Consumer Guarantees Act 1993) other than those expressly confirmed in these terms of use.