



## **Advertising Terms and Conditions**

The following terms and conditions apply to each advertiser (You) and are relied on by the New Zealand Society for Risk Management (NZSRM) in relation to all advertisements that NZSRM accepts for publication in any print or electronic advertising media including its website, its journal, and/or any other notice.

### **1. Submission of advertisements**

By submitting your advertisement for publication, and having it published by the NZSRM, you provide to the NZSRM an express warranty that:

- a) The advertisement does not contain anything that:
  - i) is misleading, deceptive, or likely to mislead or deceive, or which otherwise breaches the Fair Trading Act 1986; or
  - ii) is defamatory, indecent, or which otherwise offends against generally accepted community standards; or
  - iii) infringes a copyright or trademark or otherwise infringes any intellectual and/or industrial property rights; or
  - iv) breaches the Human Rights Act 1993; or
  - v) breaches any provision of any statute, regulation, by-law or other rule or law; and
- b) The advertisement complies in every way with the Advertising Codes of Practice issued by the Advertising Standards Authority Inc. (“ASA”) and with every other code or industry standard relating to advertising in New Zealand; and
- c) Publication of the advertisement will not give rise to any liability on the part of NZSRM or in a claim being made against the NZSRM.

In accepting the advertisement for publication, and by publishing it, the NZSRM does so in consideration of, and in reliance on this warranty.

### **2. Liability**

By submitting your advertisement for publication you agree to indemnify NZSRM against all losses or costs arising directly or indirectly from any breach of your warranties, and/or from any costs incurred in our making corrections or amendments to the advertisements in accordance with these terms and conditions.

### **3. Endorsement**

- a) NZSRM endorses neither the subject nor the content of advertisements published within its publications, or promoted on the NZSRM website.
- b) You agree that you will not make any claim whatsoever, by any means, at any time, of an endorsement by NZSRM of your advertisement or any of its content, unless you have received an express written consent from the NZSRM, setting out the wording and extent of any such endorsement.
- c) The NZSRM reserves the right to make endorsements from time to time for specific products or services. Applications for such endorsements will be assessed on a strictly case by case basis. Any endorsement may be revoked by the NZSRM at any time.

### **4. Copyright**

- a) By supplying or placing an advertisement for publication you grant us a perpetual, royalty free license to reproduce the advertisement in any print or electronic advertising media we offer advertisers now or in the future.

Author	Issue	Date	Approval Result	Replaced version	Comment
David Dunsheath/ Karen Price	1	30 Nov 07	44/07	Nil	Placement on website

## ***NZSRM Controlled document – amendment requires Management Committee approval***

- b) Where you utilise any aspect of our creative services in the design or production of an advertisement (including photographic or design work) you acknowledge that we own the copyright in such work for which a commissioning payment has been made or agreed.
- c) All information and materials contained in any publication of the NZSRM, including RiskPost and the NZSRM website, including text, graphics, logos, icons, sound recordings, software, and advertisements are copyright works of, or have been licensed by the NZSRM. All information is protected by New Zealand and international copyright and trade mark laws.
- d) You may not, without our prior written permission, in any form or by means adapt, modify, reproduce, store, transmit, distribute, print, display, perform, publish, or create derivative works, from any part of RiskPost or the NZSRM website or commercialise or on-sell any information, items obtained from any part of RiskPost, the NZSRM website, or any other publication of the NZSRM.

### **5. Right to refuse or withdraw advertising**

NZSRM retains the right to refuse to publish, or to withdraw your advertisement from publication, without reason.

### **6. Right to vary format and placement**

- a) If there is an error or delay in publication of the advertising, NZSRM may publish the advertisement at a date as close as practicable to the timing you may have requested.
- b) NZSRM may correct or amend any advertisement submitted for publication for any genuine reason as long as it does so using reasonable care.
- c) NZSRM reserves the right to correctly classify and edit all copy.

These rights may be exercised by the NZSRM at any time; their exercise does not give rise to any claim for a refund on any monies paid for the publication for the advertisement, or any other compensation.

Only standard abbreviations are accepted. If you are not sure whether an abbreviation is valid, it is recommended you use full spelling.

### **7. Errors**

- a) You must contact the Executive Officer within 7 days of publication if there is an error or omission in any advertisement you placed. NZSRM will not be liable for any indirect or consequential loss (which includes loss of revenue or profit) from an error or omission or failure to publish and if NZSRM is found to have any direct liability for any circumstance that liability is limited to the cost of the advertisement.
- b) NZSRM will endeavour to respond to complaints within 7 working days.

### **8. Cancellation**

In order to cancel an advertisement the advertiser must contact the Executive Officer prior to the booking deadline of your advertisement.

### **9. Advertising Rates**

- a) The charge for advertisements will be as set out in the current NZSRM advertising price information, unless we agree otherwise in writing.
- b) Rates charged may be varied at any time by us without notice.

### **10. Payment**

- a) You will be invoiced for this service.
- b) Payments are due within 28 days of date of invoice.

### **11. Warranty of Service and System Integrity**

NZSRM gives no warranty that:

- a) The services it provides will be uninterrupted, timely, secure, or error free.
- b) The information provided within an advertisement is error free or reliable.
- c) The quality of any items obtained pursuant to the services provided by NZSRM will meet your requirements.

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- d) While it will make the best possible efforts to ensure the best possible availability of the NZSRM website and services, NZSRM takes no responsibility for any lack of system availability, or any losses that are incurred as a result of site unavailability or poor performance.

**12. Job/position advertisements**

- a) The following job/position advertisements are prohibited:
- i) pyramid or other commission jobs which do not involve the sale of a legitimate product.
  - ii) jobs which do not provide full details of the product or service involved.
  - iii) jobs which promote gambling, gambling websites, or gaming activities that breach the Gaming and Lotteries Act.
  - iv) jobs involving activities, products or services which may be considered offensive or illegal.
  - v) advertisements that imply that the advertiser intends to unlawfully discriminate as per the Human Rights Act 1993.

**13. Consumer Guarantees Act 1993 and Fair Trading Act 1986**

The Fair Trading Act 1986 and the Consumer Guarantees Act 1993 (except where goods and services are acquired for business purposes) may confer rights on remedies on you in relation to the provision of goods and services from the NZSRM that cannot be excluded, restricted or modified. While the NZSRM does not exclude any of these non-excludable rights, all other conditions, warranties, representations, and guarantees implied by custom, law, or statutes are excluded.

**14. Declaration**

Refer to NZSRM Advertisement Application Form.

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