

SPAG Magazine

Promotion and/or Advertising Agreement Form

PO Box 9772
 Frenchville Qld 4701
 Australia
 +61 042 44 33 772
 ABN: 72624004881

Your name: _____
 Organisation: _____
 Postal address: _____

 Email: _____

Advertisement Details:

<input checked="" type="checkbox"/> Select	<input checked="" type="checkbox"/> Select
<input type="checkbox"/> ¼ column = \$50/issue or \$40 per issue for 1 year (4 consecutive issues)	<input type="checkbox"/> Advertisement to be supplied customer:
<input type="checkbox"/> ½ column = \$70/issue or \$55 per issue for 1 year (4 consecutive issues)	<input type="checkbox"/> - Logo to be provided by Advertiser
<input type="checkbox"/> 1 column = \$120/issue or \$99 per issue for 1 year (4 consecutive issues)	<input type="checkbox"/> - Image(s) to be provided by Advertiser
<input type="checkbox"/> ½ page = \$200/issue or \$180 per issue for 1 year (4 consecutive issues)	<input type="checkbox"/> - Wording to be provided by Advertiser
<input type="checkbox"/> 2 columns = \$220/issue or \$190 per issue for 1 year (4 consecutive issues)	<input type="checkbox"/> Ad to be created by SPAG Magazine
<input type="checkbox"/> 1 full page = \$300/issue or \$265 per issue for 1 year (4 consecutive issues)	

Number of advertisements:

1 issue only 2 issues 3 issues 4 issues, ie one year (consecutively)

In which issue(s) should the advertisement(s) be placed?

Mar - May 20____ Jun - Aug 20____ Sep - Nov 20 Dec 20 ____ - Feb 201____

Further details: _____

Signature: _____ Date: / /20

PROMOTIONS AND SPONSORSHIPS: SPAG Magazine accepts some, though not all promotions and sponsorships ("Advertisements") from persons or organisations ("Customer") for publication in SPAG Magazine on the following terms and conditions ("Terms and Conditions"). These Terms and Conditions will apply to any and all advertising in SPAG Magazine;

TERMS AND CONDITIONS:

1. INCONSISTENT TERMS: The placing of an order for any Advertisement by a Customer constitutes acceptance by the Customer of these Terms and Conditions and of all rates set out by SPAG Magazine which are available in the promotions page (available on its webpage) unless otherwise agreed in writing by SPAG Magazine. To the extent that any order submitted by the Customer attempts to include terms that are inconsistent with these Terms and Conditions, those terms will not apply.

2. CUSTOMER: The expression "Customer" means the advertiser, sponsor or promoter and, where any Advertisement has been placed with SPAG Magazine by an advertising agency, includes that agency, and all obligations (including payment obligations), warranties, indemnities, releases and discharges expressed to be given under these Terms and Conditions by the Customer are expressed to be given by the advertiser and the advertising agency on a joint basis.

3. ADVERTISEMENT: The expression "Advertisement" means all materials, images, logos, and texts etc, provided by the Customer for inclusion in the Advertisement in SPAG Magazine. In providing these materials, the Customer understands and agrees that it owns all rights to all of the provided materials, logos, images and wording etc and by its submission accepts all legal and other responsibilities for the provided materials and the Advertisement, and thus waives SPAG Magazine, its Editor, its staff and any organisation or person who provides articles and advertising in SPAG Magazine, from any and all legal responsibilities for the Advertisement and the Customer.

3. SUBMISSION OF ADVERTISING: If submitting any Advertisements, the Customer must comply with the submission requirements and deadlines set out in SPAG Magazine or otherwise notified to the Customer by SPAG Magazine. Where an Advertisement has not been submitted in this manner, SPAG Magazine will not be obliged to accept the Advertisement for publication.

4. LIMITATIONS ON ADVERTISING:

4.1 SPAG Magazine is a Christian magazine, that is its focus, and its audience is likely to be Christian. While a business or organisation wishing to promote itself, a product or an event, does not have to be Christian-based, any customer or person who submits an Advertisement in SPAG Magazine or submits an article, photo or anything else for consideration, does so on the understanding and agreement that neither their business, their product(s), article or any type of promotion will conflict with the Bible-based Christian ethics and personal convictions of SPAG Magazine, its Editor and staff, nor shall it cause offence to Christians and/or Christian organisations or their beliefs. Thus, by submitting an advertisement, photo or other promotional material, the advertiser accepts and agrees to this limitation with the understanding that should it conflict with these requirements, the advertiser agrees that SPAG Magazine may decline to publish the advertisement;

4.2 Advertisements in SPAG Magazine will constitute no more than 25% of the total space of a specific issue(s) of SPAG Magazine (excluding the cover and the back page), and substitute no more than one page in total in a specific issue(s) of SPAG Magazine;

4.3 By submitting an Advertisement for consideration, the Customer understands and agrees that it owns all legal rights to all of the provided materials, logos, images and wording etc and by its submission accepts all legal and other responsibilities for the provided materials and the Advertisement, and as a consequence, the Customer understands and agrees that SPAG Magazine may decline to publish their Advertisement;

4.4 ADVERTISING REQUIREMENTS: All submissions by a Customer for an Advertisement in SPAG Magazine must be provided by the dates as indicated below, and should any Advertisement supplied

Initials: _____

Dated: / /

by the Customer not comply with its deadline requirements as indicated below, the Customer understands and agrees that SPAG Magazine may decline to publish their Advertisement;

4.4.1 Complete Advertisements that require no or little modification, must be submitted at least one month prior to publication of SPAG Magazine, which are:

- 1 March;
- 1 June;
- 1 September; and
- 1 December

4.4.2 Any Advertisements that require creative or graphic design work, must be submitted at least six weeks prior to publication of SPAG Magazine as indicated above.

5. PUBLICATION:

5.1 Subject to these Terms and Conditions, SPAG Magazine will use its reasonable endeavours to publish Advertisements submitted by the Customer in the format submitted by the Customer, but the Customer acknowledges and agrees that it will not always be possible or feasible to use the format submitted by the Customer;

5.2 The Customer understands and agrees that placement of their Advertisement will be subject to the available space in the issue(s) of SPAG Magazine;

5.3 The Customer understands and agrees that placement and positioning of the Advertisement is entirely at the discretion of SPAG Magazine; and

5.4 The Customer understands and agrees that placement and positioning of the Advertisement will not be available in any of the first six pages, nor either the cover and back page of that or any issue of SPAG Magazine

6. CANCELLATION: The cancellation by the Customer of any Advertising after the booking deadline as indicated in section 4, will incur a cancellation fee of 50% of the charges that would be payable by the Customer if the Advertising had been published or completed.

7. CUSTOMER UNDERTAKINGS: The Customer undertakes and warrants to SPAG Magazine that no Advertisement will:

7.1 breach or infringe on any related and relevant Government authorities or laws of any country;

7.2 infringe copyright, trade mark or other intellectual or moral property rights of any person, business, product, government or other organisation;

7.3 contain material that is obscene, offensive, defamatory, or otherwise unsuitable for publication, with the particular understanding that this includes those of the Christian faith;

7.4 breach or infringe any laws relating to therapeutic goods, financial services, anti-discrimination, political publication, publication of court or tribunal materials, or any other State or governmental legislation, rule or ordinance; or

7.5 give rise to any liability on SPAG Magazine, cause SPAG Magazine to be in breach of any law by virtue of publishing the Advertisement, or result in a claim being made against SPAG Magazine, its Editor, staff or other Advertisers.

8. RIGHTS OF SPAG MAGAZINE:

8.1 Should the Advertisement breach any term of these Terms and Conditions or the publication of the Advertisement lead to the damage SPAG Magazine's reputation or would otherwise be contrary to SPAG Magazine's legitimate business interests, SPAG Magazine may without notice to the Customer, abbreviate or alter or remove the Advertisement;

8.2 The Customer understands and agrees that it remains responsible for all Advertisements submitted by it and SPAG Magazine has no obligation to review any Advertisement nor to amend, alter, reject, refuse or cancel or to publish or continue publishing any Advertisement.

Initials: _____

Dated: / /

9. INDEMNITY: By submitting or authorising submission of an Advertisement for publication or Advertising, the Customer indemnifies SPAG Magazine (its Editor, Staff and other Advertisers) against any proceedings, demands, losses, costs (including legal costs on a full indemnity basis), damages and other liabilities of any nature taken, made or awarded against or incurred by SPAG Magazine (and/or its employees, officers and agents) ("Loss") arising from or in connection with:

9.1 the Advertisement or any Advertising; or

9.2 any breach of these Terms and Conditions by the Customer; or

9.3 breach of these Terms and Conditions by SPAG Magazine; or

9.4 breach of any consumer guarantee that cannot be excluded by SPAG Magazine; or

9.5 the negligent or fraudulent act or omission of SPAG Magazine, its Editor, Staff and any other Advertisers.

10. NO WARRANTIES OR GUARANTEE:

10.1 SPAG Magazine does not guarantee that the Customer's service or product featured in an Advertisement will be the only service or product of that type featured in Advertisements on any one page; and

10.2 SPAG Magazine does not guarantee that the Customer's service or product featured in an Advertisement is legitimate, nor that it will be covered by guarantee or warrantee by the Customers that is advertising

11. CREATIVE, GRAPHIC DESIGN AND PRODUCTION FEES: Should the Customer require any creative or graphic design modifications to its Advertisement, it agrees to pay SPAG Magazine 50% of the stated Advertisement costs should the Customer change its mind or cancel the Advertisement, once creative and/or graphic design modifications or production has commenced, or within two days of the Customer's signed agreement, whichever comes first.

12. PAYMENT: By signing the Advertisement Agreement form with SPAG Magazine, the Customer has agreed:

12.1 to pay SPAG Magazine any and all fees including creative or graphic design or production fees, in accordance with the rates provided by SPAG Magazine which are available in the promotions page (available on its webpage);

12.2 will pay all fees and costs by no later than 2 weeks after publication of the relevant issue of SPAG Magazine which contains the Advertisement;

12.3 on the basis that the actual space used for the Advertisement is reduced by no more than 10%, SPAG Magazine will not be liable to the Customer for any credit for such reduction;

12.4 impose an interest rate of 2% (two percent) per month on any outstanding fees, commencing ninety days after the required payment date;

12.5 take proceedings against the Customer for any outstanding amounts;

12.6 recover from the Customer all costs incurred by SPAG Magazine in the recovery of any amount owed by the Customer including all related costs and legal costs on a full indemnity basis;

12.7 exercise any other rights at law; and

12.8 should the Customer fail to pay for the Advertisement, SPAG Magazine may immediately and without notice, suspend or cancel all Advertising orders of the Customer and terminate any agreement in relation to Advertising not yet published, and in relation to which payment has not yet been received;

13. GUARANTEES: SPAG Magazine agrees that certain guarantees apply that cannot be excluded, including that:

13.1 SPAG Magazine will provide the Advertising with due care and skill; and

13.2 SPAG Magazine will endeavour to provide the Advertisement in a similar format agreed to by the Customer which was agreed by the Customer at least three weeks prior to the date of publication.

14. PRIVACY POLICY:

14.1 SPAG Magazine agrees that it will not use any personal, or other contact information provided by the Customer to remit advertising or promotional or other materials to the Customer, without the Customer's consent.

14.2 SPAG Magazine agrees not to pass on any personal, or other contact information provided by the Customer to a third party and encourages the Customer not to provide any contact information on our website through comments etc, as this information may be accessed by a third party without our consent.

15. CONFIDENTIALITY: All information provided by SPAG Magazine to its Customers are designated as confidential and cannot be passed onto a third party.

16. NO WAIVER: If at any time SPAG Magazine does not enforce any of these terms and conditions or grants the Customer time or other indulgence, SPAG Magazine shall not be construed as having waived that term or condition or its right to later enforce that or any other term or condition.

Customer's Name: _____

Postal Address: _____

Name of Person applying on behalf of above Customer: _____

Contact Details: *Customer Phone:* _____ *Mobile:* _____

Web: _____ **Email:** _____

I, the undersigned, on behalf of the Customer noted above, do hereby agree with all of the terms and conditions stated within this form, and confirm that I have the authority to act on behalf of the Customer and to authorise advertising/promotions for the said Customer with SPAG Magazine.

_____ **Dated:** / /

(Signature)

SPAG - Single Person Approved by God -

Promotions

To advertise in this Christian e-magazine, contact SPAG's Editor, Vicki Nunn on 042 44 33 772 or email spagmag@yahoo.com.au

COSTS

- Full page: \$300 per issue or \$265 per issue for one year (four issues).
- Two columns: \$220 per issue or \$190 per issue for one year (four issues).
- Half page: \$200 per issue or \$180 per issue for one year (four issues).
- One column: \$120 per issue or \$99 per issue for one year (four issues).
- Half column: \$70 per issue or \$55 per issue for one year (four issues).
- Quarter column: \$50 per issue or \$40 per issue for one year (four issues).

Half Column

\$70/issue or \$55/issue for one year (4 issues)

Quarter Column

\$50/issue or \$40/issue for one year (4 issues)

One Column

\$120/issue or \$99/issue for one year (4 issues)

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Examples of advertisements:



Quarter column (slightly enlarged)



Half column (logo created by SPAG Magazine)



One column (includes regular 'Kooky Corner' spot & promo)



One column (rotated)