

NZ CHAMBERS OF COMMERCE

QUEENSTOWN

*Business Vitality*

## Queenstown Chamber of Commerce Members' Offer – Terms and Conditions

### Member Offer

- Only one offer will be emailed to the Chamber database per week.
- The offer will be loaded on the Chamber website.
- Members will be asked to quote their membership number at the time of purchasing these offers.

### 1. Conditions

- 1.1 Payment of \$195 inclusive of GST will be made upon receipt of invoice.
- 1.2 Members' Offer cancellation policy is 7 days' notice prior to the Members' Offer booking date. Cancellation of your weekly offer must be received in writing 7 days prior to the Members' Offer date booked. If cancellation is received after this time full payment will be required.
- 1.3 The email promotion template cannot be amended.
- 1.4 The Chamber will design the Members' Offer email as closely as they can to your desired layout but may be unable to replicate your content completely.
- 1.5 The Members' Offer subject line will state *Members' Offer and member's business name*. No other text can be used in the subject line.
- 1.6 The Chamber does not accept responsibility that different email programmes will display the HTML email promotion in different ways and that the email promotion will not look the same in every recipient's inbox or in every browser.
- 1.7 The Chamber does not accept responsibility for spam filters and that the email promotion may be blocked by various firewalls.

## **2. Definitions**

- 2.1 “Advertiser” means a person or entity submitting an advertisement to the Publisher for publication and includes an advertising agency acting on behalf of an Advertiser.
- 2.2 “Publisher” means The Queenstown Chamber of Commerce.
- 2.3 “Booking Date” means the date that the Members’ Offer will be sent to the Chamber database and uploaded to the Chamber website.
- 2.4 “Content Deadline” means no later than 5:00pm on the Wednesday prior to the booking date and determines when all bookings are to be confirmed and all content conforming to the specifications required by the Publisher shall be received from the advertiser by the publisher.

## **3. Terms applying to all material submitted for publication**

- 3.1 Publisher’s Rights: All material submitted for publication is subject to the Publisher’s approval. The Publisher may alter, reject or withdraw any material without giving reasons.
- 3.2 Warranties: The Advertiser warrants that advertisements submitted to the Publisher comply in all respects with the provisions of the Advertising Codes of Practice issued by the Advertising Standards Authority Inc (“ASA”) and with every other applicable code or industry standard governing or affecting advertising in New Zealand, whether issued by the ASA or otherwise. The Advertiser also warrants as follows for all material submitted to the Publisher for publication:
  - (a) The material does not contain any matter that is misleading or deceptive, or likely to mislead or deceive, or that otherwise contravenes the Fair Trading Act 1986 or similar legislation.
  - (b) The material does not contain any matter that is defamatory or indecent, or that otherwise offends against generally accepted community standards, or is likely to bring the Publisher, or any of its staff or publications, into disrepute.
  - (c) The material does not contain any matter that constitutes a breach of copyright or an infringement of a registered trade mark or registered design or that otherwise infringes any intellectual or industrial property rights.
  - (d) The material is not in breach of any provision of any statute, regulation, by-law or other rule or law.
  - (e) Publication of the material will not give rise to any claims against or liabilities for the Publisher.
- 3.3 Responsibility and Indemnity: Advertisers must immediately advise the Publisher of any error in material they have submitted for publication or had published. The Advertiser indemnifies and keeps indemnified the Publisher against all claims, costs, damages and expenses arising directly or indirectly from:
  - (a) The content of material submitted for publication (including errors in it);
  - (b) The above warranties, or any of them, being untrue or ceasing to be true;
  - (c) The Publisher having to alter the material submitted, for any reason.

## **4. Advertisements**

- 4.1 Bookings: Advertisements must be booked by the Booking Deadline and material supplied to the publisher no later than the Content Deadline. Bookings and/or content accepted after these dates will be entirely at the discretion of the publisher. Verbal bookings must be confirmed in writing.
- 4.2 Advertising Rates: Advertisements will be charged at the Publisher’s current advertising rates as at the date the booking is made. Information about current advertising rates is available from the Publisher on request.
- 4.3 Specification Work: The Publisher reserves the right to make all and any modifications which in its opinion are necessary to bring an advertisement within the Publication

Specifications. The Publisher may charge for any work carried out to bring an advertisement within its specifications at its then current rates or, if the work is done externally, at the rate charged to the Publisher by that party.

- 4.4 Terms of Sale and Payment: All advertising space is sold subject to these Terms and Conditions of Sale. Accounts must be paid in full on or before the 20th of the month following the date stated in the Publisher's invoice.

**5. General**

- 5.1 Limitation of Liability: The Publisher accepts advertisements for publication on the condition that the Publisher's liability to the Advertiser or any other person (in tort, contract or otherwise) for loss or damage in respect of any omissions, delays, errors or inaccuracies (whether caused by negligence or otherwise, howsoever caused) shall be limited to the cost of the advertising space booked for the relevant advertisement.
- 5.2 Governing Law: These terms and conditions are governed by New Zealand law and the New Zealand courts shall have full and exclusive jurisdiction to determine any dispute which may arise under these terms and conditions.

I \_\_\_\_\_ from \_\_\_\_\_  
(Name) (Business name)

Hereby agree to the above Members' Offer terms and conditions.

\_\_\_\_\_  
Signed:

\_\_\_\_\_  
Date: