

Private Media General Terms - Commercial Services

Terms last updated: 23 April 2026

These are Private Media's Commercial Services Terms and Conditions. We recommend that you read them carefully and we draw your attention, in particular, to the following sections: Part 1 (clauses 4, 8, 12 and 13), and the Service-Specific Terms applicable to your Services.

These Terms and Conditions are for business-to-business relationships and are not to be used by consumers acquiring Services for personal, domestic or household purposes. For any further information please contact sales@privatemediacom.au.

- Guide to this Agreement 2
- PART 1: GENERAL TERMS 2**
- 1. Definitions and Acceptance 2
- 2. Your Order 2
- 3. Term 3
- 4. Costs and Payment Terms 3
- 5. Goods and Services Tax 3
- 6. Intellectual Property 4
- 7. Confidentiality 4
- 8. Your Warranties and Indemnities 4
- 9. Disclaimer and Limitation of Liability 5
- 10. Restrictions on the Use of Our Sites 6
- 11. Cancellation and refunds 7
- 12. Termination 7
- 13. Consequences of Termination 7
- 14. Artificial Intelligence 7
- 15. Modern Slavery 8
- 16. Personal Information 8
- 17. General provisions 8
- 18. Notices and other communications 9
- 19. Definitions 9
- PART 2. SERVICE-SPECIFIC TERMS 11**
- Section A: Traditional and Digital Advertising 11**
- 20. Your Content, Format and Placement 11
- 21. Advertising Operations 11
- 22. Reporting 12
- Section B: Content and Editorial Services 13**
- 23. Content Liaison and Approvals 13
- Section C: Lead Generation and Data Services 14**
- 24. Lead Generation Personal Information 14
- 25. Data Sharing 14
- Section D: Events and Webinars 15**
- 26. Event Cancellation 15
- 27. Event Operations 15
- Section E: Video Production 15**
- 28. Production Location and Travel 15
- 29. Production Cancellation 15

Guide to this Agreement

This Agreement is structured in two parts. **Part 1 (General Terms)** applies to all customers.

Part 2 (Service-Specific Terms) contains additional terms that apply only if you are purchasing the relevant category of Services. Your Order will specify which Service-Specific Terms apply.

If you are purchasing...	The terms applicable to your Agreement are...
Traditional & Digital Advertising	Part 1 (General Terms) and Section A of Part 2
Content & Editorial Services	Part 1 (General Terms) and Section B of Part 2
Lead Generation & Data Services	Part 1 (General Terms) and Section C of Part 2
Events & Webinars	Part 1 (General Terms) and Section D of Part 2
Video Production	Part 1 (General Terms) and Section E of Part 2

If you are purchasing Services that fall within more than one category, each relevant Section of Part 2 applies to the extent it relates to those Services. In the event of any conflict between Part 1 and Part 2, Part 2 prevails to the extent of the inconsistency.

PART 1: GENERAL TERMS

1. Definitions and Acceptance

- 1.1. Private Media Operations Pty Ltd (ABN 98 101 558 847), through its trading businesses, including SmartCompany, The Mandarin, Startup Daily, Flying Solo, Business Builders, Your Money Your Life and Crikey (**we, us, our** or **Private Media**) accepts Advertising and other Services on the terms and conditions set out herein (**Terms**).
- 1.2. These Terms together with any applicable sales or order confirmations issued by Private Media embody the sole terms and conditions of the agreement between Private Media and you and apply to your use of, purchase of, and/or subscription to any Services.
- 1.3. In these Terms, words and expressions that begin with an initial capital letter have the meanings in clause 19, unless the context requires otherwise.

2. Your Order

- 2.1. By submitting an Order to us, you make a binding and irrevocable offer to acquire the Services specified in that Order on these Terms. Your offer remains open and binding on you for 14 days from the date of submission (or such longer period as we may reasonably require to complete our review).
- 2.2. We may, in our sole and absolute discretion accept your Order by providing written confirmation of acceptance (including by email). A legally binding agreement (**Agreement**) is formed only when we provide that written acceptance.
- 2.3. The Agreement is comprised of:
 - 2.3.1. these Terms;
 - 2.3.2. the Order; and
 - 2.3.3. the Creative Specifications published on our website.
- 2.4. For the avoidance of doubt:
 - 2.4.1. submission of an Order does not create any obligation on us to provide Services, commence work, reserve capacity, or incur any costs;
 - 2.4.2. any discussions, negotiations, proposals or preliminary work undertaken by us prior to written acceptance of an Order are without commitment and do not create any obligation or liability; and
 - 2.4.3. we may withdraw from negotiations or decline your Order at any time prior to written acceptance without liability.
- 2.5. You acknowledge and agree that we provide Services to you on a non-exclusive basis.

3. Term

- 3.1. This Agreement commences when your Order is accepted in accordance with clause 2 and will terminate on the earlier of:
 - 3.1.1. the date you cancel your Order in accordance with clause 11;
 - 3.1.2. the date either party terminates this Agreement in accordance with clause 12; and
 - 3.1.3. the end of the Campaign Period.

4. Costs and Payment Terms

- 4.1. In consideration for us providing the Services you will pay us the charges specified in the Order (**Service Charges**).
- 4.2. Unless otherwise agreed in the Order, if you are purchasing Advertising, the Service Charges for Advertising will be as per our standard rates as notified to you from time to time.
- 4.3. You must pay the Service Charges for the Services, plus GST, in accordance with the terms of the Order. If no date for payment is specified in the Order, you must pay within 30 days of the date of invoice.
- 4.4. Interest may be charged on amounts not paid by the due date at 5% per annum. We may also charge you any reasonable costs we incur relating to payment collection.
- 4.5. It is your responsibility to facilitate provision of Your Content and any other materials, interviews, personnel and media required for us to perform the Services. If those items are not supplied in time for the booked activity to proceed as scheduled, we may delay, reschedule or modify the relevant Services, and any resulting delay, reduced delivery window or additional costs will be at your risk. For the avoidance of doubt, a delay caused by your failure to provide required inputs does not relieve you from liability for the applicable Service Charges, except to the extent otherwise agreed by us in writing.
- 4.6. You acknowledge and agree that the Service Charges are based on the total value of Services (**Committed Service Value**). You will be responsible for the full value of the Service Charges for the Campaign Period regardless of whether you use the total Committed Service Value.
- 4.7. Any unused portion of the Committed Service Value cannot be carried over to a subsequent campaign period except where non-usage results from:
 - 4.7.1. our breach of these Terms;
 - 4.7.2. our inability to provide the Services; or
 - 4.7.3. circumstances beyond your reasonable control.
- 4.8. To the extent a delay in the delivery of the Services is caused by us, we will provide you with a written proposal to make good on the delayed activity, which will include a revised delivery date for the Services and, where applicable, revised Service Charges and payment dates.
- 4.9. If all or any part of the Services under an Order have not been delivered within 12 months of the Start Date (**Long-Stop Date**), and the non-delivery is attributable to any act or omission of you (including failure to provide Your Content, approvals, instructions or other required inputs), we may by written notice to you:
 - 4.9.1. treat the relevant Services as cancelled; and/or
 - 4.9.2. invoice you for the applicable Service Charges for those Services, which will become immediately due and payable.

You are not entitled to any credit, refund or carry-over of Services that are cancelled under this clause 4.9. To avoid doubt, clause 4.7.3 does not operate to extend the Long-Stop Date.

5. Goods and Services Tax

- 5.1. Words or expressions used in this clause which are defined in the *A New Tax System (Goods and Services Tax) Act 1999* (Cth) have the same meaning in this clause.
- 5.2. If we make a supply under or in connection with these Terms on which GST is imposed, in whole or in part (not being a supply the consideration for which is specifically described as being GST inclusive) then:
 - 5.2.1. the consideration payable or to be provided for that supply under these Terms but for the application of this clause, is increased by, and you must also pay to us, an amount

- equal to the GST payable by you on that supply (**GST Amount**); and
- 5.2.2. the GST Amount must be paid to us by you without set off, deduction or requirement for demand, at the same time as the GST exclusive consideration is payable or to be provided, subject to us giving you a tax invoice in respect of that taxable supply.
- 5.3. If a payment to a party under these Terms is a reimbursement or indemnification, calculated by reference to a loss, cost or expense incurred by that party, then the payment will be reduced by the amount of any input tax credit to which that party is entitled for that loss, cost or expense.

6. Intellectual Property

- 6.1. Except where otherwise agreed in writing, and except with respect to Your Content, we own the Intellectual Property Rights in any materials we produce as part of the Services, including PM Content.
- 6.2. You, or your third party licensors, own all Intellectual Property Rights in Your Content.
- 6.3. You grant us a royalty-free, non-exclusive, perpetual, worldwide, irrevocable licence, including the right to sub-license, to use, reproduce, publish, modify, adapt and communicate all or part of Your Content that you supply, including extracts and images, on any medium for the purpose of providing the Services and for our internal business purposes directly related to the Services, provided that any Personal Information is handled in accordance with applicable Privacy Laws and our Privacy Policy.
- 6.4. We grant to you a royalty-free, non-exclusive licence to use the finalised PM Content we create for you, subject to the provisions set out in your Order, on your website or through your social media channels.

7. Confidentiality

- 7.1. In this section, "**Confidential Information**" means all information and data relating to or provided by you that you identify as being of a confidential or secret nature at the time of providing that information to us.
- 7.2. We will use reasonable endeavours to keep Confidential Information confidential and use it only for the purposes of providing the Services and not disclose it to any third party without your consent.
- 7.3. Clause 7.2 does not apply to information that is:
- 7.3.1. is already in our possession or knowledge without restriction prior to disclosure;
 - 7.3.2. is or comes into the public domain other than through a breach of this clause;
 - 7.3.3. is received by us from a third party who has the right to provide the information;
 - 7.3.4. is independently created by us, whether alone or jointly with anyone, independently of you;
 - 7.3.5. is required by law or by any court, government, agency or regulatory authority to be disclosed; or
 - 7.3.6. we may need to disclose to our professional advisers.
- 7.4. We may:
- 7.4.1. compile statistical and other information related to the performance, operation and use of the Services; or
 - 7.4.2. use data, including Your Content, from the Services in aggregated form for security and operations management, to create statistical analyses, for research and development purposes, and to develop other services and/or products provided we de-identify the data,
- and that information is together referred to as '**Statistical Data**'.
- 7.5. We may make Statistical Data publicly available; however, Statistical Data will not incorporate Your Content or Confidential Information in a form that could serve to identify you or any other individual. We retain all Intellectual Property Rights in Statistical Data.

8. Your Warranties and Indemnities

- 8.1. You represent and warrant that all Your Content:
- 8.1.1. complies with all applicable laws (which include any legislation, regulation, the common

- law and equity as applicable from time to time and any applicable industry codes of conduct rules) and that its use by us will not give rise to any claim of any kind or any other liability against us, our partners, our directors, employees or agents;
- 8.1.2. to the extent that Your Content includes third party material(s) and/or Personal Information, you hold all necessary consents, permissions and/or licenses to disclose the content to us for use by you and by us in accordance with this Agreement, as if you were an APP Entity under the Privacy Act;
 - 8.1.3. does not contain any viruses and is not otherwise contaminated or harmful; and
 - 8.1.4. is complete, accurate and truthful.
- 8.2. Without limiting any other parts of the Agreement:
- 8.2.1. you must comply with all applicable Privacy Laws when handling Personal Information in connection with the Agreement;
 - 8.2.2. if you share Personal Information with us, you consent to us collecting, using and disclosing that Personal Information in accordance with Privacy Laws and our Privacy Policy; and
 - 8.2.3. whenever you share Personal Information with us or attempt to process Personal Information through a Service, you warrant that you have obtained all necessary consents, authorisations, or have another lawful basis under Privacy Laws for us to collect and process the Personal Information.
- 8.3. Without limiting clauses 8.1 and 8.2, you warrant that:
- 8.3.1. you have all necessary rights to grant the licence to us under clause 6.3;
 - 8.3.2. our use of Your Content will not infringe the rights of any third party;
 - 8.3.3. Your Content does not breach any applicable law, including but not limited to the Competition and Consumer Act 2010 (Cth), the Australian Consumer Law, the Fair Trading Acts of relevant States and Territories of Australia the Privacy Act 1988 (Cth), anti-discrimination, advertising standards and any law relating to defamation, obscenity or contempt.
- 8.4. You indemnify us and our partners, directors, employees and agents against all actions, claims, charges, liabilities, losses, damages, fines, costs and expenses of any kind, including legal costs on a full indemnity basis, that we or they sustain or incur directly or indirectly as a result of or in connection with:
- 8.4.1. Your Content;
 - 8.4.2. your breach of this Agreement;
 - 8.4.3. any unlawful, negligent or fraudulent act or omission or wilful misconduct by you in connection with this Agreement; and
 - 8.4.4. a claim that the use or possession of Your Content infringes the Intellectual Property Rights or other rights of any person.
- 8.5. Clause 8.4 does not apply to claims arising from our negligence, fraudulent act, wilful misconduct or breach of the Agreement or applicable consumer guarantees under the Australian Consumer Law.

9. Disclaimer and Limitation of Liability

- 9.1. Subject to clause 9.4, you acknowledge and agree that we make no representation, warranty or guarantee:
 - 9.1.1. in relation to the availability, suitability or continuity of our Services, the number of visitors to our Websites or associated sites, or the number of impressions at any website; or
 - 9.1.2. that the Services will be error-free, or that our Websites, associated sites or any files downloaded from those sites will be free from computer viruses or any other defect or error.
- 9.2. You are responsible for protecting your software and systems by installing and implementing your own security and system checks.

- 9.3. Subject to clause 9.4, we will not be liable if our Websites (or any content submitted to, provided on or made available through our Websites) is incomplete, corrupted, inaccurate, outdated or incorrect, or if any Website (or any services provided or made available through it) is unavailable for any reason, including directly or indirectly as a result of:
 - 9.3.1. telecommunications unavailability, interruption, delay, bottleneck, failure or fault;
 - 9.3.2. negligent, malicious or wilful acts or omissions of third parties (including our third party service providers);
 - 9.3.3. maintenance or repairs carried out by us or any third party service provider;
 - 9.3.4. events beyond our reasonable control; or
 - 9.3.5. services provided by third parties ceasing or becoming unavailable.
- 9.4. To the extent permitted by law, all conditions, warranties, guarantees, rights, remedies, liabilities and other terms implied or conferred by statute, custom or the general law are excluded. However, nothing in these Terms excludes, restricts or modifies any right or remedy under the Australian Consumer Law that cannot lawfully be excluded, restricted or modified.
- 9.5. To the extent permitted by the Australian Consumer Law, our liability for breach of any non-excludable guarantee is limited to the cost of supplying the services again or paying the cost of having the services supplied again.
- 9.6. Subject to clause 9.4, and to the extent permitted by law, the total aggregate liability of Private Media for any claim or liability arising out of or in connection with the Services, an Order or these Terms is limited to an amount equal to the Service Charges actually paid by you in respect of Services provided to you in the preceding 12 month period.
- 9.7. We will not, in any circumstance, be liable for any indirect or consequential losses, including loss of profits, goodwill, data or opportunity, arising under or in connection with these Terms.

10. Restrictions on the Use of Our Sites

- 10.1. You must not, and must not permit any third party to:
 - 10.1.1. undertake any action that will impose an unreasonable or disproportionate burden on our infrastructure;
 - 10.1.2. directly or indirectly introduce any virus, worm, Trojan, malware or other malicious code into any of our websites, or otherwise corrupt, degrade or disrupt any of our websites;
 - 10.1.3. without our prior written agreement, provide retargeting URLs on our websites for the purpose of retargeting advertising across multiple publishers or for cookie pooling;
 - 10.1.4. remove or tamper with any copyright notices on our websites;
 - 10.1.5. disassemble, decompile, reverse engineer, or create derivative works or functionally equivalent software from any of our websites, except to the extent permitted by law; or
 - 10.1.6. copy or download, in a systematic manner, any text, graphics, information, designs, data or other content from our websites, or distribute such systematically obtained content.
- 10.2. You must not, and must not permit any third party to, upload or submit any data or information to or via our Websites, nor otherwise use our Websites:
 - 10.2.1. to engage in any activity which breaches any law, infringes a third party's rights, or interferes with the rights of any other person;
 - 10.2.2. to infringe our Intellectual Property Rights or those of any third party;
 - 10.2.3. in any way that is defamatory, obscene, misleading, deceptive or otherwise illegal; or
 - 10.2.4. in any way that constitutes misuse, resale or other commercial use of this website or any content and/or services provided through it.
- 10.3. You acknowledge that if you do not comply with clauses 10.1 or 10.2, you will be in breach of the Agreement.
- 10.4. Without limiting any other rights we may have against you, we may take whatever action we deem necessary to prevent unauthorised access to or use of the relevant Private Media website, including instituting technological barriers or reporting your conduct to any person or entity.

11. Cancellation and refunds

- 11.1. If you wish to cancel some or all of the Services you must do so in writing.
- 11.2. If you cancel any Services in writing:
 - 11.2.1. more than 21 days before the Campaign Period commencement date (**Start Date**) specified in your Order, you will receive a refund of any Service Charges paid;
 - 11.2.2. 21 days or less before the Start Date, we reserve the right to charge you our reasonable costs incurred as a result of the cancellation (including but not limited to costs for creative work performed, third-party commitments made, opportunity costs, and administrative expenses) and, in respect of Advertising, may charge you the full Service Charges for the relevant Advertising, unless we are able to sell the relevant ad spot to a third party for the same amount as the Service Charge; or
 - 11.2.3. on or after the Start Date, we will retain the total Service Charges.

12. Termination

- 12.1. Either party may terminate this Agreement for cause immediately by notice in writing, if the other party (**Defaulting Party**):
 - 12.1.1. commits a material breach of this Agreement that is not capable of remedy, where material breach includes but is not limited to:
 - 12.1.1.1. breach of the warranties in clause 8.1 or 8.2;
 - 12.1.1.2. breach of confidentiality obligations under clause 7;
 - 12.1.1.3. conduct that brings or is reasonably likely to bring Private Media into disrepute or harm Private Media's reputation or business relationships;
 - 12.1.1.4. provision of content or instructions that infringes clause **Error! Reference source not found.** or applicable laws;
 - 12.1.1.5. any breach that causes or is reasonably likely to cause material financial loss, legal liability or reputational damage to Private Media;
 - 12.1.2. breaches any term of this Agreement that is capable of remedy and the Defaulting Party fails to remedy that breach within 14 days of receiving a notice from the other party requiring it to do so; or
 - 12.1.3. is unable to pay its debts, or has a receiver, administrator, administrative receiver or liquidator appointed, or calls a meeting of its creditors or for any other reason ceases to carry on business, or if any of these events appear reasonably likely to occur.

13. Consequences of Termination

- 13.1. On the earlier of the date of effective termination of this Agreement (irrespective of the reason for such termination) or expiry of the Term:
 - 13.1.1. we will cease providing the Services, and will cease to be obliged to provide the Services in respect of that Order;
 - 13.1.2. both parties will return, on request, any property of the other party, except as prevented under applicable laws; and
- 13.2. all amounts payable under clauses 4 and 11 as at the date of effective termination or expiry become immediately due and payable, and you must pay them within 5 Business Days of the date of effective termination or expiry of the Term.
- 13.3. Clauses 6, 7, 8, 9, 11, 13 and 16 will survive termination of the Agreement as well as any other term that, by its nature, is intended to survive. 411689111613

14. Artificial Intelligence

- 14.1. Our editorial practice is that all advertising content, native content, sponsored content or related editorial executed as part of the Services is substantially created by identifiable staff members or commissioned contributors of Private Media.
- 14.2. Artificial intelligence tools may be used for ancillary and production purposes, including proofreading, copy-editing, formatting, transcription, translation, image optimisation and

resizing, audio and video editing and enhancement, data analysis and research, search engine optimisation, accessibility compliance, technical optimisation, and other production tasks that support content creation.

- 14.3. Private Media reserves the right to expand its use of AI tools as technology evolves and industry practices develop, provided that:
 - 14.3.1. editorial judgment, creative direction and final approval of all content rests with our Personnel; and
 - 14.3.2. any substantial expansion of AI usage beyond the ancillary purposes described above will be notified to you.
- 14.4. For the avoidance of doubt, we may adopt new AI tools for the ancillary production purposes listed above without further notice.

15. **Modern Slavery**

- 15.1. We will take reasonable steps to identify, assess and address risks of Modern Slavery practices as defined in *Modern Slavery Act 2018* (Cth) in the operations and supply chains used in the provision of the Services.
- 15.2. We will prepare and implement a Modern Slavery risk management plan (**Modern Slavery Risk Management Plan**) and, if requested, provide a copy of this plan to you. The Modern Slavery Risk Management Plan should at a minimum detail:
 - 15.2.1. our steps to identify and assess risks of Modern Slavery practices in our operations and supply chains;
 - 15.2.2. our processes for addressing any Modern Slavery practices of which we become aware in our operations and supply chains; and
 - 15.2.3. the grievance mechanism/s available to Personnel.
- 15.3. You warrant that you will take reasonable steps to ensure your operations and supply chains do not involve Modern Slavery practices and will notify us immediately if you become aware of any such practices in connection with the Services. You indemnify us against any loss, liability, cost or expense arising from or in connection with any breach of this warranty or any Modern Slavery practices in your operations or supply chains.

16. **Personal Information**

- 16.1. Private Media provides information about how it collects, uses and discloses Personal Information in our Privacy Policy. You acknowledge and agree that when you use, purchase, or subscribe for a Service, we may collect, use and disclose Personal Information in the manner described in our Privacy Policy.
- 16.2. We will comply with all requirements of the Privacy Act and the Australian Privacy Principles in the handling of relevant Personal Information.
- 16.3. Our collection, use and disclosure of Personal Information is governed by the Privacy Policy. By engaging us to provide the Services, you consent to the collection and use of your Personal Information in accordance with the Privacy Policy and the Privacy Act.
- 16.4. We will handle your Personal Information in accordance with the Australian Privacy Principles. You have rights to access and correct your Personal Information, and to make complaints about our handling of your Personal Information. Details of these rights and how to exercise them are set out in the Privacy Policy.
- 16.5. In the event of an eligible data breach as defined under the Privacy Act, we will comply with the Notifiable Data Breaches scheme and notify you in accordance with our legal obligations.

17. **General provisions**

- 17.1. We may, without notice to you, engage subcontractors to provide or support the Services.
- 17.2. We and you are not in a partnership, joint venture, fiduciary, employment or agency relationship. Neither party has power to bind the other.
- 17.3. This Agreement may not be altered unless by agreement in writing signed by both parties.
- 17.4. Any waiver by us of a breach of any of the Agreement will not be construed as a waiver of any other breach.

- 17.5. We may update these Terms from time to time by publishing revised Terms on our website, and such updated Terms will apply to any new Orders submitted after the publication date. Your submission of a new Order after publication of updated Terms constitutes your acceptance of those updated Terms.
- 17.6. We may assign or otherwise transfer this Agreement or any of its rights or obligations under this Agreement without your consent:
- 17.6.1. to any related body corporate (as defined in the Corporations Act 2001 (Cth));
 - 17.6.2. to any entity that acquires all or substantially all of Private Media's business or assets, whether by merger, acquisition, asset sale or similar transaction; or
 - 17.6.3. for financing, security or corporate restructuring purposes.
- 17.7. You may not assign, novate or otherwise transfer this agreement or any of your rights or obligations under this agreement without our prior written consent, which we may grant or withhold in our absolute discretion. Any purported assignment by you without such consent shall be void and of no effect.
- 17.8. The Agreement is governed by the laws of the State of Victoria. Each party submits to the non-exclusive jurisdiction of the courts of that State.
- 17.9. We will not be liable for any delay or failure to publish content that is caused by a factor outside of our reasonable control (including but not limited to any act of God, war, pandemic, cyber-attack, technology failure, breakdown of plant, industrial dispute, electricity failure, governmental or legal restraint).

18. Notices and other communications

- 18.1. Any notice or other communication under the Agreement (**Notice**) must be given either by hand delivery, prepaid express post or email to the recipient's address for Notices specified in the Order.
- 18.2. A Notice takes effect when received. A Notice sent by email is taken to be received when the email enters the recipient's information system, provided that if the sender receives an out of office reply stating the recipient is out of the office until a later date, the Notice will only be taken to be given on that later date. If delivery or transmission is not on a Business Day or is after 5.00pm on a Business Day, the Notice is taken to be received at 9.00am on the next Business Day.

19. Definitions

Capitalised terms have the meanings given in this clause 19 unless expressed to the contrary:

- 19.1. **Advertising** includes products advertising general goods and services, for display on our websites or other digital assets (e.g. digital advertising such as banners, homepage takeovers and rich media) or in other media.
- 19.2. **Business Day** means a day other than a Saturday, Sunday, public holiday in Melbourne, Australia.
- 19.3. **Campaign** means the specific marketing, advertising, event, production, content, or promotional initiative described in an Order, including all related Services, deliverables, and activities to be provided by Private Media under that Order.
- 19.4. **Campaign Period** means the period specified in an Order during which the Services for a particular Campaign are scheduled to be delivered, which period may vary for different Services within the same Campaign as specified in the Order.
- 19.5. **Force Majeure** means an event specified in clause 17.9
- 19.6. **Intellectual Property Rights** means patents, trademarks, service marks, rights in any designs, applications for any of the foregoing, trade or business names, copyright including rights in computer software, topography rights, inventions, know-how, secret formulae and processes, proprietary knowledge and information, internet domain names, rights protecting goodwill and reputation, database rights, and all similar rights and forms of protection anywhere in the world, whether registered or unregistered, and all rights under licences and consents in respect of them.
- 19.7. **Modern Slavery** has the meaning given in the *Modern Slavery Act 2018* (Cth) and includes slavery, servitude, forced labour, debt bondage, human trafficking, forced marriage, and the worst forms of child labour.
- 19.8. **Order** means a written purchase order, insertion order, statement of work, campaign brief or

other written instruction submitted by you to Private Media (in such form as Private Media may prescribe from time to time) that specifies the Services you wish to acquire, the Campaign Period, Service Charges, and any specific deliverables and that expressly references and that incorporates these Terms.

- 19.9. **Personal Information** has the meaning given in the Privacy Act and includes any information or opinion about an identified individual, or an individual who is reasonably identifiable, whether the information or opinion is true or not and whether the information or opinion is recorded in a material form or not.
- 19.10. **Personnel** means any person who is an officer, employee, contractor (including subcontractor) or agent of Private Media involved in providing the Services.
- 19.11. **PM Content** means any content, material or work in progress of any kind created or developed by us in providing the Services, including artwork, text, design, layout, digital files, surveys, articles, recordings, eBooks, webinars, profiles or other materials created by us or on our behalf.
- 19.12. **Privacy Act** means the Privacy Act 1988 as amended from time to time.
- 19.13. **Privacy Laws** means the Privacy Act and the *Spam Act 2003* (Cth), the *Do Not Call Register Act 2006* (Cth) and any other applicable laws relating to the collection and handling of Personal Information.
- 19.14. **Privacy Policy** means the Private Media Privacy Policy available at <https://www.privatemediacom.au/privacy-policy/>, as amended from time to time.
- 19.15. **Services** means any Advertising, marketing, content, data, analytics, production or related services provided by Private Media to you as described in an Order or otherwise agreed by the parties in writing, including but not limited to:
 - 19.15.1. display advertising, banner advertising, and other online advertising on Private Media websites, mobile applications, and digital properties;
 - 19.15.2. sponsored content, native advertising, advertorials, branded content, and content partnerships published on any Private Media platform;
 - 19.15.3. email marketing, newsletter advertising and other direct marketing communications through Private Media channels;
 - 19.15.4. advertising, promotion or content distribution on Private Media's social media platforms, third party platforms, or other distribution channels;
 - 19.15.5. lead generation campaigns, contact acquisition programs, form submissions, registrations, and related data collection activities;
 - 19.15.6. events, webinars, conferences, roundtables, workshops, virtual events, and other live or recorded experiences (whether physical, virtual or hybrid);
 - 19.15.7. video production, filming, editing, post-production, and related audiovisual services;
 - 19.15.8. any new products, formats, platforms, or service offerings developed by Private Media (alone or in collaboration with partners) from time to time; and
 - 19.15.9. all ancillary, supporting, and related activities necessary or incidental to providing any of the above services.
- 19.16. **Start Date** means the Campaign Period commencement date as specified in an Order.
- 19.17. **Term** means the period commencing on the date an Order is accepted by Private Media in accordance with clause 2 and ending on the earlier of:
 - 19.17.1. the date you cancel your Order in accordance with clause 11;
 - 19.17.2. the date either party terminates this Agreement in accordance with clause 12; or
 - 19.17.3. the end of the Campaign Period as specified in the Order.
- 19.18. **Websites** means our websites, mobile sites and applications from time to time.
- 19.19. **You and your** refers to:
 - 19.19.1. any person who places a request for Services or submits an Order or to whom Private Media supplies Services; and
 - 19.19.2. if an agency places a request for Services or enters into an Order on behalf of that agency's client, that agency.

- 19.20. **Your Content** means any information, content, material, creative, branding, advertising material or other item submitted, supplied or made available to us by you for the purposes of the Services.

PART 2. SERVICE-SPECIFIC TERMS

Section A: Traditional and Digital Advertising

This Section A applies if your Order includes Advertising services.

20. Your Content, Format and Placement

- 20.1. Acting reasonably, we may amend Your Content without notice if we believe that its publication would be offensive, false, misleading, indecent, harmful, dishonest, defamatory, in breach of any law, in breach of any pre-existing agreement we have with a third party, infringe a third party's rights, or otherwise be prejudicial to our interests.
- 20.2. Without limiting clause 20.1, we may amend or refuse Your Content where we determine that it:
- 20.2.1. fails to meet our editorial standards or brand guidelines;
 - 20.2.2. competes with or conflicts with other advertiser arrangements;
 - 20.2.3. may harm our relationship with readers, subscribers or other commercial partners; or
 - 20.2.4. poses legal, reputational or commercial risk to our business.
- 20.3. You acknowledge that our editorial control under this Section A is essential to maintaining our editorial integrity, brand reputation and relationships with readers. We will consult with you regarding any proposed amendments where reasonably practicable, but our determination of editorial suitability is final and binding. Any amendment made by us under this Section A will not reduce your obligation to pay the Service Charges in full.
- 20.4. We may vary the placement or positioning of Your Content and change its format at our sole discretion. We will endeavour to notify you, but we will not be liable to you for any costs, expenses, loss or damage incurred or suffered by you arising from our failure to publish in accordance with your request or directions.
- 20.5. We may, at our sole discretion, insert the word "Advertisement", "Sponsored", "Partner Content" or similar identification at the beginning of any of Your Content or PM Content when required by law or if we consider it appropriate.
- 20.6. Any of Your Content or PM Content that we publish on our websites will remain available on our websites for at least the Campaign Period and may remain on our websites for up to 12 months beyond the end of the Campaign Period if we agree.
- 20.7. Subject to availability, technical limitations, the Order and these Terms, we will use reasonable endeavours to publish Your Content in the format submitted and in accordance with your reasonable instructions. You acknowledge and agree that the final positioning, placement and size of Your Content will be at our absolute discretion.

21. Advertising Operations

- 21.1. We reserve the right to decline any Service, order or booking, decline to publish any Advertising, or decline to undertake any Service activity and accept no liability where:
- 21.1.1. Your Content breaches or we reasonably believe may breach any warranty in clause 8;
 - 21.1.2. publication would breach any of our existing contractual obligations or regulatory requirements;
 - 21.1.3. Your Content is prohibited by clause 10.2 or fails to comply with our published Creative Specifications;
 - 21.1.4. you fail to provide required materials, information or approvals in accordance with

- these Terms;
- 21.1.5. a Force Majeure event under clause 17.9 prevents performance; or
 - 21.1.6. we reasonably determine that publication would be materially prejudicial to our editorial integrity, brand reputation or reader relationships.
- 21.2. Where we decline Services under clause 21.1 after you have paid Service Charges, we will refund the proportion of Service Charges attributable to Services not delivered, but shall have no other liability for loss, damage or claims arising from that decision.
- 21.3. Your standard creative must be received by us at least 3 Business Days prior to the commencement of the Campaign Period and your rich media creative must be received by us at least 5 Business Days prior to the commencement of the Campaign Period.
- 21.4. If the commencement of the Campaign Period is delayed because we have not received standard creative or rich media creative in accordance with clause 21.3, and such delay is no fault of ours, then:
- 21.4.1. we will provide you with written notice, including by email, that materials have not been received and the Campaign Period is at risk;
 - 21.4.2. if materials are not received within 5 Business Days of that notice, we may either:
 - 21.4.2.1. treat the Campaign Period as commenced for the purposes of calculating Service Charges;
 - 21.4.2.2. postpone the Campaign Period and charge you for any costs incurred as a result of the delay; or
 - 21.4.2.3. terminate the Order in accordance with clause 12;
- 21.5. we may, in our sole discretion, agree to extend the Campaign Period to accommodate late delivery, but we are under no obligation to do so and any extension agreed by us will be on terms we specify, which may include adjustment to placement, format or other campaign elements.
- 21.6. If the commencement of the Campaign Period is delayed due to our negligent or wilful fault or omission, the Campaign Period will be extended by the period of delay at no additional cost.
- 21.7. It is your responsibility to arrange and manage redirects with third party ad servers and provide such third party with the creative and lead time requirements. We will not compensate you when campaigns are affected or delayed by third party ad-server redirect problems. We may, in our absolute discretion, remove any redirects from our network which cause delays in serving Advertising.
- 21.8. All click-through URLs must enable the browser's back feature to allow users to return to our website.
- 21.9. If you submit Advertising, or any other of Your Content, to us electronically, it must comply with our specifications as notified to you from time to time. We may reject Advertising or other Your Content if it is not submitted in accordance with those specifications.
- 21.10. We have no obligation to provide you with Advertising drafts. However, if we do, you are responsible for checking those drafts and providing us with reasonable notice of any errors before publication.
- 21.11. We do not accept responsibility for errors in Your Content, including advertising material, submitted by you or on your behalf electronically.

22. Reporting

- 22.1. Unless otherwise specified in the Order, you will receive the following standard reporting, creative updates and metrics throughout the Campaign Period.
- 22.2. Standard reporting timing and creative updates included in your Order are as follows:

Campaign Duration / Campaign \$ Price	Reporting	Creative
1 month, or up to \$15k	<ul style="list-style-type: none"> ● End of week 2 update ● End of campaign report update 	Fixed
1 to 3 months, or \$15k to \$50k	<ul style="list-style-type: none"> ● End of week 2 update ● Mid campaign update on request ● End of campaign report 	1 creative update
3 months+ or greater than \$50k plus	<ul style="list-style-type: none"> ● End of week 2 update ● End of each month update on request ● End of campaign report 	Monthly creative updates

22.3. Standard metrics provided in your campaign reports include:

Mid-campaign report updates	End of campaign reports
<ul style="list-style-type: none"> ● Performance of display showing impression and click through rate over reporting period. ● Total reach per editorial medium ● Page views / podcast listens / video views ● Performance of solus eDM ● Number of sends, open rate, click through rate ● Social impressions ● Report delivered in spreadsheet format 	<ul style="list-style-type: none"> ● Performance of display showing impression and click through rate over reporting period. ● Total campaign content reach ● Page views / podcast listens / video views ● Performance of solus eDMs ● Number of sends, open rate, click through rate ● Social impressions ● Report delivered in PDF presentation with all data, graphics, insights and recommendations

22.4. Extra charges may be incurred if you request:

22.4.1. more frequent breakdowns;

22.4.2. multiple creative updates; or

22.4.3. customised reporting options.

Section B: Content and Editorial Services

This Section B applies if your Order includes sponsored content, native advertising, branded content, content partnerships, or other editorial services.

23. Content Liaison and Approvals

23.1. You must nominate a single authorised contact person to be the liaison point with us throughout the Term. This person will view and approve all content prior to publication. You may change the nominated contact at any time by written notice to us.

23.2. We will have creative control in relation to all aspects of the content. In exercising that creative control, we will consult with you and consider all reasonable comments regarding content, images and design made by you, provided such comments are received by us before the stated approval deadline. You must not unreasonably withhold approval of articles, videos, images and content.

23.3. Where the Services and/or deliverables require your approval and unless otherwise agreed in writing, two proofs of creative work will be provided for your review and approval in line with the agreed production schedule.

23.4. **Proof 1.** The purpose of Proof 1 is for you to review the content and provide feedback and change requests. All change requests must be clear, concise, reasonable and actionable. Review and feedback on Proof 1 must be provided using our nominated proofing process and system unless otherwise agreed in writing.

23.5. **Proof 2.** Following receipt of your requested changes, we will action all reasonable change requests from Proof 1 and provide a second proof. The purpose of Proof 2 is for you to confirm that the changes requested to Proof 1 have been made correctly. It is not an invitation for additional changes not previously raised in Proof 1. Any additional changes requested at this

stage may be subject to additional fees and charges.

- 23.6. **Approval.** Once you have confirmed that all changes have been made correctly, you must provide formal written approval using our nominated method, process or system.

Section C: Lead Generation and Data Services

This Section C applies if your Order includes lead generation campaigns, contact acquisition programs, surveys, event or webinar registrations, or related data collection activities. This Section C also applies to any Services under Section D to the extent those Services involve the collection, use, disclosure or sharing of Personal Information.

24. Lead Generation Personal Information

- 24.1. Where the Services involve collection of Personal Information through lead generation campaigns, surveys, event or webinar registrations, or other related data collection activities, we will:
- 24.1.1. include opt-in statements that specifically inform individuals that their Personal Information will be shared with the relevant customer;
 - 24.1.2. provide a direct link to the relevant customer's current privacy policy within the lead generation campaign;
 - 24.1.3. clearly identify the relevant customer as the recipient of the Personal Information;
 - 24.1.4. only collect Personal Information that is reasonably necessary for the Services and the relevant customer's legitimate business purposes; and
 - 24.1.5. collect and handle Personal Information in accordance with our Privacy Policy and applicable Privacy Laws during the collection and lead generation phase.
- 24.2. You assume responsibility for compliance with applicable Privacy Laws and your own privacy policy in the use, storage and further processing of any Personal Information provided to you in the course of a lead generation campaign.
- 24.3. Where the Services involve collection of Personal Information through lead generation campaigns, surveys, event or webinar registrations, or other related data collection activities, you warrant and undertake that you will:
- 24.3.1. maintain a current, compliant privacy policy that meets all requirements under the Privacy Act;
 - 24.3.2. have appropriate privacy policies, procedures and systems to lawfully handle Personal Information shared by us;
 - 24.3.3. comply with all applicable Privacy Laws in your use of Personal Information provided by us;
 - 24.3.4. not make any unsolicited calls or unsolicited contact or communication to an individual in breach of applicable Privacy Laws;
 - 24.3.5. provide individuals with appropriate privacy notices and obtain any additional consent required for your intended use of their Personal Information;
 - 24.3.6. ensure that your privacy policy accurately describes how Personal Information collected through our Services will be used; and
 - 24.3.7. promptly notify us of any privacy complaints or data breaches relating to Personal Information shared under the Agreement.

25. Data Sharing

- 25.1. Private Media may collect, analyse and/or share with you:
- 25.1.1. the Personal Information collected through lead generation campaigns, surveys, event or webinar registrations, and other related data collection activities, in each case in accordance with the consents obtained;
 - 25.1.2. aggregated and de-identified data insights about campaign performance, audience engagement, and user behaviour;
 - 25.1.3. individual-level behavioural analytics and engagement data for contacts who have provided consent for such sharing; and

- 25.1.4. any other data insights that can lawfully be shared in accordance with applicable Privacy Laws and the consents obtained.

Section D: Events and Webinars

This Section D applies if your Order includes events, webinars, conferences, roundtables, workshops, or other live or recorded experiences, whether physical, virtual or hybrid.

26. Event Cancellation

- 26.1. In addition to the general cancellation terms in clause 11, the following applies to event and webinar Services.
- 26.2. If we cancel an event or webinar for reasons within our control, we will offer you the option of transferring your sponsorship or participation to a rescheduled event or receiving a full refund of Service Charges attributable to that event.
- 26.3. If an event or webinar is cancelled due to a Force Majeure event, we will use reasonable endeavours to reschedule the event and transfer your booking. If the event cannot be rescheduled within 90 days, we will refund the proportion of Service Charges attributable to the cancelled event, less any reasonable non-refundable costs already incurred.
- 26.4. If you cancel your participation in an event, the cancellation fees in clause 11 apply, and we may also charge you for any event-specific costs already committed on your behalf, including venue costs, catering, equipment hire, and promotional materials.

27. Event Operations

- 27.1. You acknowledge that event schedules, speaker line-ups, venues and formats may be subject to change at our discretion. We will use reasonable endeavours to notify you of material changes.
- 27.2. You are responsible for ensuring that any materials, displays, or personnel you provide for an event comply with all applicable laws, venue requirements, and our reasonable directions.

Section E: Video Production

This Section E applies if your Order includes video production, filming, editing, post-production, or related audiovisual services.

28. Production Location and Travel

- 28.1. Video production pricing is based on filming in Greater Sydney unless explicitly described otherwise in your Order. Charges for travel further afield will be estimated and charged to you in addition to the Service Charges.
- 28.2. Where filming is required at a location other than Greater Sydney, we will provide you with a travel cost estimate before incurring that expense. We agree that you must approve travel costs in writing before they are incurred by us.

29. Production Cancellation

- 29.1. In addition to the general cancellation terms in clause 11, if you cancel a scheduled video production shoot:
- 29.2. more than 10 Business Days before the scheduled shoot date, no additional cancellation fees apply beyond those in clause 11;
- 29.3. 10 Business Days or less before the scheduled shoot date, we may charge you for any non-refundable costs already committed, including crew bookings, equipment hire, location fees and travel arrangements; and
- 29.4. if the shoot is cancelled on the scheduled shoot date or you fail to make the shoot location or required personnel available, the full production Service Charges for that shoot will be payable.
- 29.5. If a scheduled shoot is postponed at your request, we will use reasonable endeavours to reschedule it. Any additional costs arising from the rescheduling, including rebooking fees, will be charged to you.