



Macarthur Gig Guide Advertising Terms

Terms & Conditions

Macarthur Gig Guide Advertising Terms & Conditions

Effective Date: 29 November 2024

1. Definitions:

- 1.1 **Advertisement:** The display of advertising products or services in the banner section of the Macarthur Gig Guide website (www.macarthurgig-guide.com.au) or posts on Macarthur Gig Guide and social media sites.
- 1.2 **MGG:** Macarthur Gig Guide.
- 1.3 **MWS:** Macarthur Web Services, operated by Macarthur Entertainment.
- 1.4 **Advertiser:** The applicant entering into this agreement.
- 1.5 **Agreement:** The "Macarthur Gig Guide Advertising Agreement" accompanying these terms and conditions.
- 1.6 **Initial Period:** The minimum period of time for which the parties first enter into the Agreement.
- 1.8 **Event Post:** An advertisement posted on the Macarthur Gig Guide website or social media platforms.
- 1.9 **Your Website Link Address:** The URL destination linked to the Banner Ad.

2. Payment Terms:

- 2.1 The Advertiser agrees to pay all charges, as outlined in the accompanying "Macarthur Gig Guide Advertising Agreement," to MWS prior to the advertisement's start date.
- 2.2 Payments must be made within seven (7) days of the tax invoice date and prior to the advertising period's commencement.
- 2.3 If payment is not received within seven (7) days of the tax invoice date, the Advertiser agrees to reimburse MWS for any enforcement expenses incurred.

3. Advertising Period:

- 3.1 The Initial Period of this Agreement is a minimum of one (1) month.

4. Placement and Exclusivity:

- 4.1 Advertisers will not receive preferential positions for Event Posts.
- 4.2 No advertiser shall receive monopoly or exclusive rights to advertising placements.

5. Advertising Content:

- 5.1 Advertisers may change the content of the Event Post during the advertising period, but updates are subject to MWS's discretion and may require additional time to post. Additional charges may apply for such updates.
- 5.2 Advertisements must not contain misleading or false information.
- 5.3 MWS reserves the right to review, withhold, withdraw, or refuse any Advertisement at its discretion, before or after publication.

6. Indemnity:

- 6.1 The Advertiser indemnifies MWS against claims arising from alleged infringements of copyright, trademarks, designs, passing off, slander, or any other legal breaches related to the Advertisement.
- 6.2 The Advertiser indemnifies MWS against any claim or demand made by third parties in connection with the Advertisement, including legal costs incurred by MWS.

7. Website Operations:

- 7.1 If MWS or the website ceases to operate, the Advertiser:
 - a) Waives any right of action against MWS for such cessation.
 - b) Remains liable for any accrued obligations prior to cessation.

8. Termination:

- 8.1 Termination of this Agreement does not release either party from liabilities or rights accrued before termination.
- 8.2 This includes, but is not limited to, recovery of unpaid amounts.

9. Force Majeure:

- 9.1 MWS is not liable for failure or delay in performance due to causes beyond its control, including strikes, lockouts, acts of God, war, fire, floods, government actions, technical issues, or other unforeseen events.
- 9.2 If such delays occur, obligations will be extended for a period equal to the delay.

10. Notices:

10.1 Notices or communications must be in writing and delivered:

- a) Personally; or
- b) By pre-paid mail to the address specified in this Agreement; or
- c) By email, with acknowledgment of receipt.

10.2 Notices are deemed given:

- a) Two (2) business days after mailing; or
 - b) On the same business day for emails, if acknowledged.
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11. General Provisions:

11.1 Variations or waivers of this Agreement must be in writing and signed by all parties.

11.2 If any provision is deemed invalid or unenforceable, it will be read down to maintain its effect or severed if necessary, without affecting the validity of remaining provisions.
