



AUSTRALIAN PHARMACEUTICAL PUBLISHING COMPANY PTY LTD (APPco)

ADVERTISING CONFIRMATION – TERMS AND CONDITIONS OF ACCEPTANCE

1 INCORPORATION

- 1.1 These terms, together with the *Print Rates and Deadlines 2026* as set out in the Australian Journal of Pharmacy Media Kit attached as **Annexure A (Media Kit)**, govern each supply of services by APPco and, except as modified in accordance with clause 1.2, constitute the entire agreement in connection with each supply of services to the advertiser (**Client**). All other express or implied terms and conditions, including the terms and conditions of Client, are excluded to the extent permitted by law.
- 1.2 No variation to these terms, whether in a booking confirmation or otherwise, binds APPco unless expressly and specifically agreed in writing by APPco and Client.
- 1.3 These terms supersede any terms and conditions that have previously governed any supply of services and prevail to the extent of any inconsistency between a written or verbal quotation, booking confirmation and these terms.

2 QUOTATIONS

- 2.1 Any written or verbal quotation provided by APPco to Client, whether in the form of a media kit or otherwise, is a mere invitation to treat and does not constitute a contractual offer. All such quotations lapse 30 days after issue, but APPco may vary or withdraw any such quotation at any time.

3 BOOKING PROCESS

- 3.1 Client may, at any time, make a booking. A booking confirmation will be issued with respect to the booking.
- 3.2 Client may cancel all or part of a booking without penalty if written notice is given to APPco:
 - a) by the relevant *Bookings and Advertorial Copy* deadline as set out in the Media Kit; or
 - b) in the case of Front Cover Packages, sponsored CPD content including webinars and podcasts and contracted special publications as detailed in the Media Kit, 10 weeks prior to the relevant *Bookings and Advertorial Copy* deadline as set out in the Media Kit . This includes sponsored CPD content such as webinars and podcasts.
- 3.3 Bookings accepted by APPco after the relevant Bookings and Advertorial Copy Deadline may not be cancelled by Client without payment for the booking in full. This includes sponsored CPD content such as webinars and podcasts.
- 3.4 If Client cancels all or part of a booking after the relevant Bookings and Advertorial Copy Deadline, APPco is entitled to payment in full for the booking. If APPco, at its absolute discretion, approves a 'Delete and Charge' (which allows the booking to be moved to another issue), payment of 100% of the total advertising value must be paid 30 days from original publishing date. The Delete and Charge will be forfeited if not utilised within the following 12 month period.

- 3.5 Client may reschedule a sponsored webinar or podcast date without penalty from APPco if written notice is given to APPco 10 weeks prior to the webinar or podcast recording date. *Note:* if the content has already been CPD-accredited at time of reschedule and requires re-accreditation as a result of the reschedule or changes to content as may be required by Client, third party re-accreditation fees may apply.
- 3.6 If Client reschedules a sponsored webinar or podcast less than 10 weeks before webinar or podcast recording date, a 10% surcharge will be applied to the booking for a rescheduled date. The approval to reschedule will be forfeited if not utilised within 12 months of the original publication date, and the booking will be deemed as cancelled. Clause 3.3 will apply. *Note:* if the content has already been CPD-accredited at time of reschedule and requires reaccreditation as a result of the reschedule or changes to content as may be required by Client, third party re-accreditation fees may apply.

4 RATES AND PAYMENT

- 4.1 The applicable rate for any booking is the rate specified in the booking confirmation (or, in the absence of a booking confirmation, in the published rate card for the applicable publication as of the date of the booking). Client must pay the applicable rate within 30 days of the end of the month in which APPco issues an invoice to the Client for the booking, or within a period as agreed in writing between the parties.
- 4.2 Production costs (including those associated with inserts and onsets) are also payable by Client at APPco's standard rates where production costs are incurred on behalf of Client.
- 4.3 All APPco rates or costs are exclusive of any applicable GST. APPco will issue a tax invoice to Client in relation to any supply that is subject to GST. The amount of GST payable by Client shall be calculated by multiplying the GST exclusive sum payable for Services by the rate of GST applicable at the time of the supply. The terms "GST", "supply" and "tax invoice" used in this clause shall have the same meaning as under the *A New Tax System (Goods and Services Tax) Act 1999* (Cth).
- 4.4 If Client's unpaid balance remains outstanding for more than 90 days from the end of the month in which APPco has issued an invoice for services, APPco reserves the right to suspend acceptance of any new booking confirmations from Client until Client's unpaid balance is paid in full. This clause excludes any unpaid balance that is subject to a dispute between APPco and Client.

5 CONDITIONS RELATING TO SERVICES

- 5.1 APPco may, in its absolute discretion, refuse to accept any advertising material and cancel or reschedule any booking or booking confirmation or refuse to provide any services.
- 5.2 Where Client has made payment for a booking that is subsequently cancelled by APPco, APPco will refund the payment to Client in full.
- 5.3 Where Client has made payment for a booking and APPco has, in its absolute discretion, refused to accept advertising material or rescheduled the booking, that payment will be re-allocated by APPco to:

- (a) revised advertising material supplied by Client; and/or
 - (b) a rescheduled booking.
- 5.4 A booking must not be resold or sub-licensed by Client or used other than for advertising material referred to in the applicable booking or booking confirmation.
- 5.5 APPco offers no warranties in relation to guarantees for a specific position or for the proximity of advertising material in a publication relative to advertising material relating to competing products or services.
- 5.6 Where, in connection with the provision of services, APPco provides creative services to Client, Client acknowledges that APPco does so as agent for Client and that Client is solely responsible for the products of such creative services, including their compliance with applicable laws, regulations and codes of conduct.

6 ADVERTISING MATERIAL LODGMENT

- 6.1 Client must lodge advertising material that complies with the Specifications as set out in the Media Kit.
- 6.2 If advertising material is not lodged in compliance with the Specifications, APPco is entitled to payment for the booking and may, at its election:
- (a) use advertising material previously provided by Client;
 - (b) cancel the booking subject to clause 5.2 above; or
 - (c) reschedule the booking subject to clause 5.3 above.
- 6.3 APPco reserves the right to place the word “advertisement”, “promotion” or similar wording within or adjacent to any advertising material which, in APPco’s opinion, resembles editorial material.
- 6.4 No responsibility is taken by APPco for any advertising material or associated materials left uncollected after 3 months from the date of publication of the advertising material.

7 WARRANTIES

- 7.1 Client warrants to APPco that Advertising Material lodged with APPco:
- (a) complies with all laws, statutes, regulations, codes of practice and any standards applicable to publication of the Advertising Material and determined by any relevant regulatory agency or industry self-regulatory body;
 - (b) complies with the requirements set out in the Media Kit;
 - (c) does not infringe copyright, trademark, obligations of confidentiality or other legal rights of any person;
 - (d) is not false or misleading and is true in substance and in fact;
 - (e) without limiting the above, does not infringe the Trade Practices Act 1974 (Cth) or the Therapeutic Goods ACT 1989 (Cth), the Therapeutic Goods

Regulations, the Therapeutic Goods Advertising Code operating in Australia;
and

- (f) does not contain anything which may give rise to any cause of action by a third party against APPco, including without limitation material which is defamatory or obscene or which otherwise causes injury or damage to any person.

7.2 Client warrants to APPco that Client is acting in its own right, as principal, and not as agent for, or otherwise on behalf of, any other party in relation to Client's dealings with APPco.

8 INDEMNITY

8.1 Client indemnifies APPco, its officers, employees, agents and affiliates (and their employees and agents) against any direct action, claim, loss, expense or cost, suffered or incurred, by APPco, its officers, employees, agents and affiliates (and their employees and agents) as a result of any breach by Client of the warranties in clause 7.

9 LIABILITY

9.1 Neither party (and its officers, employees, agents and affiliates) is liable under these terms or otherwise in law for any indirect, special, economic or consequential loss or damage suffered or incurred by the other party (or any other person) or loss of revenue, profit, goodwill, data or opportunity or loss of anticipated saving whether caused by negligence or otherwise and whether or not the party was aware or should have been aware of the possibility of such damage.

9.2 To the extent permitted by law, all representations, conditions and warranties, whether based in statute, common law or otherwise, are excluded. Liability of APPco for any breach of a term or condition whether implied by law or otherwise is limited, at APPco's option, to the supply of the Service (or part thereof) again or the payment for the cost of having the Service (or part thereof) supplied again.

9.3 APPco is not liable for any delay or failure to perform the Services which is due to any natural disaster, revolution, unlawful act against public order or authority, breakdown of plant, industrial dispute, government or legal restraint or any event not within the reasonable control of APPco.

10 CREDIT

10.1 APPco may, at any time and in its absolute discretion, cancel, alter or suspend any credit terms (if applicable) when, in APPco's opinion, the financial condition of Client or the status of Client's account requires it and Client agrees to pay on demand all sums owing in connection with any credit facility in the event the credit facility is suspended or cancelled.

10.2 If APPco grants any credit facility to Client, Client agrees that a demand purporting to be signed on behalf of APPco identifying unpaid amounts is conclusive evidence that such amounts are payable and unpaid.

10.3 Client agrees that:

- (a) each Booking it makes shall be deemed to include a representation that it is solvent and able to pay all of its debts as and when they fall due; and
- (b) when any Booking is made, Client shall inform APPco of any facts which might reasonably affect any decision to accept the Booking and/or grant credit. Any failure to do so shall be deemed to create an inequality of bargaining position, the taking of an unfair advantage of APPco and to be unconscionable, misleading and deceptive.

11 GENERAL

- 11.1 These terms and any agreement between Client and APPco are governed by the laws of New South Wales and each party submits to the jurisdiction of courts exercising jurisdiction in that State.
- 11.2 These terms bind APPco and Client and their respective successors.
- 11.3 The invalidity or unenforceability of any provision of these terms does not affect the validity or enforceability of the remaining provisions.

12 RECOVERY OF LEGAL COSTS AND COLLECTION EXPENSES

- 12.1 In the event of non-payment of APPco's Tax Invoice and provided APPco has provided at least five (5) business days prior written notice, APPco reserves the right to commence collection action and stop delivery of goods and services.
- 12.2 The Client shall indemnify APPco in respect of, and must pay to APPco on demand, any reasonable costs and expenses incurred by APPco in enforcing any charge, guarantee, mortgage, or other security, given by Client to APPco, INCLUDING AND NOT LIMITED TO collection costs and expenses, and legal costs incurred as a result of non-payment of APPco's tax invoices, court or tribunal issue fees, solicitor costs and expenses on a solicitor/client basis, witness expenses, barrister's fees, expert witness fees if required, adjudicator's expenses, and the like.
- 12.3 The Client agrees and acknowledges that such collection expenses do not constitute a penalty but APPco's genuine and anticipated expenses incurred in the event that legal and/or collection action is commenced.

13 PRIVACY ACT 1988

- 13.1 The Client authorises and understands that APPco (including any of its related bodies corporate or associated businesses): may give to and seek any credit providers that may be named in this credit application and any credit providers that may be named in a credit reporting agency information about the customer's credit arrangements; and that this information can include any information about the customer's credit worthiness, credit standing, credit history or credit capacity that credit providers are permitted to give or receive from each other under the Privacy Act 1988. The customer understands the information may be used for the following purposes:
 - to assess an application by the client for credit;
 - to notify other credit providers of a default by the client;
 - to exchange information with other credit providers as to the status of this credit application/loan where the client is in default with

- other credit providers
- to assess the client's credit worthiness.

From time to time our Terms & Conditions are updated, please see www.ajp.com.au for our most recent Terms & Conditions.