

Advertising Terms and Conditions

The Terms apply to all Advertising published by the RACP for the Advertiser.

1. Rights, Discretions and Obligations of the RACP

- 1.1 Subject to the Terms, the RACP shall use its reasonable endeavours to publish Advertising in the format as agreed with the Advertiser.
- 1.2 The RACP is under no obligation to accept Advertising from the Advertiser.
- 1.3 The RACP reserves the right to:
 - (a) refuse or withdraw from publication any Advertising at any time without giving reasons (in which case, no charge to the Advertiser will be incurred);
 - (b) publish the Advertising under the classification heading (if any) as the RACP determines as most appropriate;
 - (c) vary the placement and positioning of any Advertising (unless the Advertiser has been charged a price for the Advertising which is specific to the placement or positioning of the Advertising); and/or
 - (d) to head any Advertising with the word "Advertisement".
- 1.4 The RACP owes no duty to the Advertiser to review, approve or amend any Advertising.
- 1.5 In the event that the RACP reviews, approves or amends any Advertising, the Advertiser continues to be responsible for the content of the Advertising.
- 1.6 The RACP may amend any Advertising without notice to the Advertiser provided that:
 - (a) the RACP is under pressure of deadline; and
 - (b) the RACP perceives the Advertising to be in breach of any law of Australia or of any State or Territory, defamatory, in contempt of court or parliament, likely to attract legal proceedings of any kind, or to be offensive.
- 1.7 At the RACP's discretion, any Advertising published by the RACP may be archived and/or republished by the RACP or any one authorised by the RACP, in any form or medium and in any part of the world.

2. Obligations of the Advertiser

- 2.1 The Advertiser's advertisement must be submitted in accordance with the specifications and in the manner set out on the RACP website (<https://www.racp.edu.au/news-and-events/ebulletins-and-communicues/racp-quarterly-magazine>) or as otherwise specified in writing by the RACP, which may be amended from time to time at the RACP's discretion.
- 2.2 The Advertiser must not resell the advertising space to any third party without the RACP's written consent.
- 2.3 The Advertiser must meet the booking deadlines and copy deadlines set out by the RACP on the RACP website (<https://www.racp.edu.au/news-and-events/ebulletins-and-communicues/racp-quarterly-magazine>) or as otherwise specified in writing, which may be amended from time to time at the RACP's discretion.
- 2.4 The Advertiser must promptly check proofs of the Advertising and notify the RACP immediately of any errors in the proofs or in the published Advertising.
- 2.5 The RACP does not accept responsibility for any errors submitted by the Advertiser.

3. Warranty by the Advertiser

- 3.1 The Advertiser warrants to the RACP that the Advertising does not breach or infringe any law or applicable code (including any common law, statute, delegated legislation, regulation, rule or ordinance) of the Commonwealth, or a State or Territory.
- 3.2 The Advertiser warrants that if the Advertising contains the name or photographic or pictorial representation of any person and/or any copy by which any person can be identified, the Advertiser has obtained the authority or permission of that person or that person's estate to make use of his/her name or representation or the copy.

4. Payment

- 4.1 The RACP may elect for payment to be made by the Advertiser either in advance of or after publication of the Advertiser's advertisement.
- 4.2 The Advertiser must make payment to the RACP in the manner set out in the Tax Invoice (including but not limited to the amount due, the method for payment and the amount due date).
- 4.3 The RACP reserves the right to change its advertising rates at any time without notice. For the avoidance of doubt, any changes to advertising rates will not affect the amount payable as specified in a Tax Invoice issued before the changes to the RACP's advertising rates.
- 4.4 Advertising rates are subject to the addition of applicable taxes, including Goods and Services Tax (GST).
- 4.5 The Advertiser must pay the full price for Advertising even if the RACP varied positioning or placement of the Advertising (unless the Advertiser has been charged a price for the Advertising which is specific to the placement or positioning of the Advertising) or if there is an error in the Advertising (unless the error was the RACP's fault).

5. Cancellation

- 5.1 Cancellation of any Advertising is subject to the RACP's approval and such approval is to be exercised at the RACP's sole discretion.
- 5.2 No cancellations will be accepted by the RACP after the booking deadline.
- 5.3 If the RACP does not approve an Advertiser's request for cancellation:
 - (a) The payment obligations under clause 4 continue to apply; and
 - (b) any payments made to the RACP for the Advertising shall not be refunded to the Advertiser.

6. Liability and Indemnity

- 6.1 The RACP will not be responsible for any loss or damage to any Advertising material left in its control.
- 6.2 The RACP is not liable for any loss or damage from an internet or telecommunication failure.
- 6.3 The Advertiser acknowledges that it has not relied on any advice given or representation made by or on behalf of the RACP in connection with the Advertising.
- 6.4 The RACP excludes all implied conditions and warranties from these terms, except any Non-Excludable Condition.
- 6.5 The RACP limits its liability for breach of any Non-Excludable Condition (to the extent such liability can be limited) and for any other error in published Advertising caused by the RACP to the re-supply of the Advertising or refund of the money paid for the Advertising (at the RACP's option).
- 6.6 Subject to clauses 6.4 and 6.5, the RACP excludes all other liability to the Advertiser for any costs, expenses, losses and damages incurred in relation to Advertising published by the RACP, whether that liability arises in contract, tort (including by the RACP's negligence) or under statute. Without limitation, the RACP will in no circumstances be liable for any indirect or consequential losses, loss of profits, loss of revenue or loss of business opportunity.

6.7 The Advertiser indemnifies the RACP and its officers, employee, contractors and agents against any costs, expenses, losses, damages and liability suffered or incurred by them arising from the Advertiser's breach of the Terms and any negligent or unlawful act or omission of the Advertiser in connection with the Advertising.

7. Privacy

7.1 The RACP's Privacy Policy (<https://www.racp.edu.au/home/privacy>) applies to these Terms and any personal information provided by the Advertiser with respect to the Advertising.

8. General

8.1 The Terms, the Tax Invoice, the Privacy Policy and any other written agreement between the parties constitute the entire agreement between the Advertiser and the RACP for Advertising. The Terms cannot be otherwise varied by the Advertiser unless agreed in writing and signed by an authorised officer of the RACP.

8.2 The RACP reserves the right to amend the Terms at any time and without notice.

8.3 The RACP is not liable for any delay or failure to publish the Advertising if such delay or failure is caused by a factor outside the RACP's reasonable control (including but not limited to any act of God, industrial dispute, electricity failure, governmental restraint or legal restraint).

8.4 The Terms are governed by and construed in accordance with the laws of the State of New South Wales and the federal laws of Australia.

9. Definitions

9.1 "Advertising" refers to any image, content or information submitted for publication in any form or medium as an advertisement.

9.2 "Advertiser" means a person or entity for which the RACP publishes Advertising and includes any media company or agency that arranges the publication of advertisements.

9.3 "Non-Excludable Condition" means any condition or warranty (such as conditions and warranties implied by the *Competition and Consumer Act 2010* (Cth) and equivalent State acts) which cannot by law be excluded.

9.4 "RACP" means the Royal Australasian College of Physicians (ACN 000 039 047).

9.5 "Tax Invoice" refers to a tax invoice for Advertising which is issued by the RACP to the Advertiser.

9.6 "Terms" means these Advertising Terms and Conditions.

January 2013

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