

GLOBE TERMS AND CONDITIONS

Newspaper and Magazines: Standard Advertising Terms and Conditions

- 1) In these terms and conditions, "Publisher" means The Globe and Mail Inc. and "Advertiser" means the persons, companies, agencies or other entities placing advertising with Publisher.
 - 2) These terms and conditions apply in respect of all advertising, including print, digital, insertions, or otherwise, and are deemed to be incorporated into every advertising agreement (also known as an insertion order) between Publisher and Advertiser. These terms and conditions shall apply in case of discrepancy between the terms and conditions and any advertising agreement. Placing an advertisement with Publisher constitutes the acceptance by Advertiser of these terms and conditions.
 - 3) Advertiser hereby represents and warrants to Publisher that it has the full right and authority to enter into this agreement, and all advertisements provided to Publisher by Advertiser for publication under this agreement do not infringe copyright, trade-mark, personality, proprietary or any other third-party rights. By way of example but not limitation, this warranty by Advertiser covers all copyright related to any fonts used in any advertisement text, design and layout.
 - 4) All advertisements are subject to review and approval by Publisher, including but not limited to with respect to content, subject matter, insertion date, placement, position, matter, space and location, in accordance with standards acceptable to Publisher. No contingency orders will be accepted by Publisher.
 - 5) Publisher may require Advertiser to revise, edit or otherwise modify the advertisement, including but not limited to adding the word "advertisement", "an information supplement", or a similar title over, under or alongside any advertisement.
 - 6) Publisher reserves the right to reject, revise, cancel, omit, discontinue, change position of, decline to publish or suspend any advertisement for any reason whatsoever in its sole discretion, without liability or penalty to Publisher, and without notice to the Advertiser. By way of example, but not limitation, Publisher in its sole discretion may:
 - i) Decline to publish any advertorial advertising that is not labeled ADVERTISEMENT, includes a by-line, or is designed to resemble the editorial pages of the publication – including the use of matching fonts or brand colours;
 - ii) Decline to publish any advertisement that advocates a political, social or other point of view that is not provided to Publisher at least 48 hours prior to publication deadline;
 - iii) Decline to publish any advertisement that promotes a contest that fails to comply with laws and regulations relating to contests; or
 - iv) Require Advertiser to upgrade, cancel or otherwise modify their insertion order within a publication, such as when Advertiser has requested an inside front cover double page spread and another advertiser requests an inside front cover gatefold position, Advertiser will be given the opportunity to upgrade its position to inside front cover gatefold position, move its double page spread to the next available double page spread, or cancel its order.
 - 7) Advertiser is solely responsible for ensuring the advertisement (e.g. copy and materials) are received by Publisher by the deadlines specified to Advertiser. Publisher is not responsible for reviewing advertisements for quality or accuracy. Publisher is not responsible for returning advertising material to Advertiser and is not liable for the loss of advertising materials. All advertising materials produced by Publisher will remain the property of Publisher.
 - 8) All advertising will be measured from cut-off rule to cut-off rule in respect of space, location and publication. Printing of key numbers is not guaranteed. Press limitations or other causes may require Publisher to limit the availability of space, location, size, colour, insertion date, or other specifics of advertisement orders from time to time. Publisher reserves the right to inspect all replies solicited through any Publisher product via box numbers.
 - 9) Publisher may at its discretion, provide electronic invoices (i.e. e-billing) and electronic images of the applicable published advertisement pages (i.e. e-tearsheets) rather than printed invoices and tearsheets to Advertiser. Failure to receive a (e-)tearsheet is not a valid reason for withholding payment
 - 10) Publisher may, at its sole option, elect to invoice and collect payment directly from any client(s) of an Advertiser who is an advertising agency and Advertiser agrees to use its best efforts to assist in such collection. Payments shall be made to the Finance Department, Cash Office, 444 Front Street West, Toronto, Ontario M5V 2S9. All rates are stated in Canadian currency. Payment in foreign currency must be made at the prevailing Canadian rate of exchange. Any late payment shall bear interest at the annual rate of the lower of fifteen percent (15%) or the maximum rate allowed by law, accruing as of the first day Advertiser received notice from Publisher that such payment became overdue.
 - 11) In the absence of an agreement to the contrary, including a credit arrangement, payment in respect of an advertisement order is due in advance of publication. The Publisher will require prepayment from any Advertiser that is an advertising agency that indicates that their client(s) is responsible for payment of the advertisement or if any kind of payment disclaimer is used or implied on advertising agency insertion orders.
 - 12) All advertising orders are subject to credit approval by any means deemed by Publisher. The reasonable withholding of credit approval by Publisher shall not relieve Advertiser from carrying out its obligations under this agreement. On advertising where credit terms are granted by Publisher's Finance department, accounts are due and payable within 30 days from invoice date. Failure to comply with credit terms may result in the curtailing or withdrawal of credit privileges.
 - 13) An advertising order not corresponding with the then current rates will be regarded as a clerical error and all advertising will be published at the current rates. For contract advertisers, yearly billings will be adjusted at the end of the year to reflect the actual volume and/or value run and where applicable, to reflect a lower or higher rate resulting in either a rebate or a short rate.
 - 14) Agency commissions: A 15% commission will be allowed only to accredited agencies. No agency commission will be allowed on local, retail or classified advertising.
 - 15) A cancellation charge of 50 per cent will be incurred by Advertiser for advertisements cancelled by Advertiser after the deadline specified to Advertiser. No cancellations will be accepted after press date.
 - 16) Publisher reserves the right to increase advertising rates at any time and all contracts are accepted subject to this reservation. Advertiser reserves the right to cancel contract on written notice within 15 days after higher rates are made effective by Publisher. Furthermore, should publication of Publisher's products (including any edition of The Globe and Mail newspaper or any of Publisher's other print, electronic or other platforms) be modified, the rate quoted herein and the amount of space contracted for as well as the size, location, insertion date or volume of advertisement shall all be subject to revision or regulation by Publisher at any time without notice.
 - 17) These terms and conditions set out the full extent of Publisher's obligations and liabilities to Advertiser with respect to the publishing of any advertisement.
- Publisher accepts no responsibility for loss of profit or any type of damages whatsoever. Publisher accepts no liability in respect to loss or damage alleged to arise through either failure or delay in furnishing replies to Advertiser from box numbers, however caused, by negligence or otherwise. Publisher expressly disclaims all warranties, representations and conditions of any kind, express or implied, by statute or otherwise, to the fullest extent permitted by law. All of Publisher's limitations of liability and disclaimers set out in these terms and conditions shall apply notwithstanding the breach of a fundamental term or condition or a fundamental breach.
- 18) Advertiser agrees that Publisher's liability will be limited as follows, whether such error is due to the negligence of Publisher's employees, agents or otherwise: (i) for errors or omissions in the reproduction or delivery of an advertisement, to the amount paid for the space actually occupied by that portion of the advertisement in which the error occurred; and (ii) for non-insertion of an advertisement, to the amount actually received by Publisher for the insertion of that advertisement.
 - 19) Advertiser will indemnify and hold harmless Publisher from and against any and all liabilities, losses, costs (including without limitation, legal fees and expenses), damages, judgments, claims, demands, suits, actions or other proceedings in any manner based upon, associated with or attributed to the publishing of an advertisement, including, without limitation, any claims related to misleading or prohibited advertising, or any material in the advertisement that is defamatory, libelous, obscene, infringes the copyright or other intellectual property, personality, privacy or any other third-party rights, or that would constitute hate speech pursuant to the laws of Canada or any province. This indemnity applies to all advertisements published, even if produced by Publisher, on behalf of Advertiser.
 - 20) Advertiser shall effect and maintain, at its sole cost and expense, comprehensive general liability insurance to fulfill its obligations in this agreement, including against claims for libel, slander, defamation, breach of intellectual property, breach of confidentiality, privacy and personality rights, in an amount not less than \$2,000,000 CDN per occurrence, with a reputable insurer for the term of this agreement and will provide Publisher with evidence of such insurance upon written request.
 - 21) Any advertising published by Publisher in Publisher's products (including The Globe and Mail newspaper or any of Publisher's other print, electronic or other platforms) may, at Publisher's discretion, be published, displayed, retained and archived by Publisher and anyone authorized by Publisher (including by any form of licence), as many times as Publisher and those authorized by Publisher wish, in and on any product, media and archive (including anything in print, electronic and other form).
 - 22) Advertiser agrees to Publisher's privacy policy, which can be accessed at www.globeandmail.com/privacy. Advertiser agrees to comply with all applicable privacy laws and regulations in respect of any information about an identifiable individual, including any information that may tend to identify an individual through internet tracking or linking ("personal information"), collected, received or used by Advertiser in connection with any advertisement, and agree that personal information will not be used for any purpose without the prior express consent of the individual.
 - 23) If either party hereto waives or modifies any term or condition of this agreement, such action will not void, waive or change any other term or condition, nor will the waiver by one party of any default hereunder by the other constitute the present or future waiver of any other default hereunder. This agreement will be governed and construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein.