

## TERMS AND CONDITIONS FOR ADVERTISEMENT PLACEMENT WITHIN COUPONCUPS PRINT RUN – NEW ZEALAND

### 1. In these terms and conditions:

advertiser means the party identified as the advertiser in items 1 of the reference schedule;  
advertiser's advertisement means the advertisement that the advertiser proposes as the advertisement to appear on the product during the promotion period;  
advertiser's business means the business or commercial enterprise carried on by the advertiser;  
advertising fee means the sums specified in item 2 of the reference schedule;  
advertising services means the services provided by CC under this agreement;  
CC means CouponCups (NZ) Ltd;  
order means a written request from the advertiser that CC place the advertiser's advertisement on the product during the promotion period;  
order date means the date specified in item 3 of the reference schedule;  
payment date means the date specified in item 4 of the reference schedule;  
product means a paper cup bearing an outer sheath containing not less than 5 coupons, each exclusively carrying an advertisement (one of which being the advertiser's advertisement as per the order);  
promotion period means the period starting on a date nominated by CC being no later than four months immediately following the order date and ending on the day third party distributors cease to distribute the product for any reason; or the offer on the advertisement expires, whichever is the sooner;  
reference schedule means the schedule entitled as such appearing at the commencement of this document;  
region means the location stipulated in item 5 of the schedule;  
third party distributor means any third party nominate by CC as a distributor of the product within the region during the promotion period.

### 2 Order and payment

- 2.1 The advertiser must:  
2.1.1 provide CC with a copy of required content of the advertiser's advertisement on or before the order date;  
2.1.2 pay the advertising fee to CC (or as CC otherwise directs) on or prior to the payment date;  
2.2 An order may not be cancelled following the order date.  
2.3 Each order will relate to the number of products (coupons) specified in item 6 of the reference schedule.

### 3 GST

- 3.1 All amounts are GST exclusive unless expressly stated otherwise.

### 4 Delivery

- 4.1 CC will endeavour to cause the product in the number specified in item 6 of the reference schedule to be distributed via third party distributors within the region during the promotion period.  
4.2 CC gives no warranty or assurance that the distributor will cause all of the product to be distributed during the promotion period.  
4.3 Without limiting the generality of clause 4.2 the parties acknowledge and agree that upon delivery of the product to the third party distributors, CC will have discharged all of its obligations to the advertiser under this agreement. CC accepts no liability or responsibility for the damage, destruction or misuse (or non-use) of the product by a third party distributor.

### 5 Promotion

- 5.1 The advertiser's advertisement appearing on the product must be in the nature of an offer or discount relating to goods or services provided by the advertiser in the course of the advertiser's business.  
5.2 Any offer or discount contained in the advertisement must be expressed as expiring on a date nominated by the advertiser.

### 6 Advertiser's warranties, indemnity and acknowledgement

- 6.1 The advertiser warrants and undertakes to CC that every aspect of the advertisement will not:  
6.1.1 be or contain anything that is defamatory of any person;  
6.1.2 be or contain anything that is indecent or obscene;  
6.1.3 be or contain anything that breaches the copyright, trademark or other intellectual or commercial property rights of any person or which constitutes passing off by the advertiser of the advertiser's goods and services;  
6.1.4 contain or constitute a statement that is misleading or deceptive, is likely to mislead or deceive or which is otherwise in breach of the Fair Trade or Consumer Guarantees Acts of New Zealand.  
6.2 The advertiser indemnifies and will hold CC and its officers, employees and agents indemnified for liability and loss and all actions, claims, suits and demands arising directly or indirectly out of:  
6.2.1 the advertisement; and  
6.2.2 any of the warranties contained in clause 6.1 being found to be false;  
6.2.3 the advertiser being in breach of or not having fulfilled any of the warranties contained in clause 6.1;  
6.2.4 the display of the advertisement.  
6.3 The advertiser acknowledges and agrees that CC or an associate of CC holds certain intellectual property and other rights in relation to the product and the business system contemplated by this agreement and that such rights are presently the subject of a patent application made under the Australian Patents Act of 1990. The advertiser must not do or cause anything to be done that infringes or is likely to infringe against any rights of CC as outlined in this clause.

### 7 Statistical information

- 7.1 The advertiser must retain an accurate record, in writing, of all coupons redeemed during a promotion period. The advertiser must pass on to CC all records under this clause within two working days of any request therefore made by CC from time to time, or within one week of the expiry date of the offer contained within the advertiser's advertisement, or the completion of the promotion period.

### 8 Failure to provide

- 8.1 The advertiser will not be entitled to terminate this agreement if, through honest mistake or for any other reason or circumstances on the part of CC, the advertising services are not provided during the promotion period. If for any reason CC fails to provide the advertising services during the promotion period, CC may, as its discretion, provide the advertising service in a subsequent promotion period at no additional cost to the advertiser. Alternatively, CC may terminate this agreement and clause 10 will be deemed to apply.

### 9 Advertiser's breach

- 9.1 Should the advertiser breach this agreement in any way, CC may, in its absolute and unfettered discretion, and without prejudice to any rights CC may have against the advertiser, terminate this agreement by notice in writing to the advertiser.

### 10 Right of termination

- 10.1 The advertiser agrees that CC may, at any stage prior to the commencement of the promotion period, terminate this agreement in which event, the advertiser will receive a refund of the advertising fee and will release and discharge CC from all liability and all actions, claims, suits and demands so if arising under or in conjunction with this agreement (or the termination of this agreement).

**11 Assignment**

11.1 The advertiser must not directly or indirectly assign any of its rights or obligations under this agreement, with the prior written consent of CC which may be given, withheld or given subject to conditions in the absolute and unfettered discretion of CC.

**12 Use of information**

12.1 The advertiser agrees that CC has the right to use the advertiser's name, logo and advertising material as a client reference and in promotional and legal documents, whereby the advertiser is identified as a client of CC.

**13 Reservation of rights**

12.1 All advertisements must be in a form in respect of which CC first approves. All specifications for the design and development of any required artwork in the advertisement must also be identified and approved by CC. CC reserves the right to reject any advertisement for any reason.

**14 Date**

14.1 CC may unilaterally extend any date nominated in this agreement by a period not exceeding two months.

**15 Entire agreement**

15.1 This agreement constitutes the entire agreement between the parties and (except to the extent of that a term, condition or warranty may be implied by force of law and which cannot be excluded by express agreements between the parties) no terms, conditions or warranties, express or representations relating to the subject matter of this agreement, whether oral or in writing, are of no further effect.

**16 Jurisdiction**

16.1 This agreement is governed by the laws of New Zealand. The parties agree to submit to the non-exclusive jurisdiction of the courts of New Zealand.

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