

ADVERTISING TERMS & CONDITIONS
Cemeteries and Crematoria Association of
Victoria Inc. (CCAV)

1. Terms of Advertising

These Terms apply to all Advertisements submitted to CCAV. By submitting an Advertisement to CCAV the Customer agrees to be bound by these Terms.

2. Publication of Advertisements

- (a) All Advertisements must be approved by CCAV before publication.
- (b) CCAV is under no obligation to accept the Booking Form or request.
- (c) The Customer grants CCAV an irrevocable, world-wide, royalty-free licence to reproduce, publish and republish the Advertisement within the relevant Publication in accordance with the provisions of the Booking Form.
- (d) CCAV may reject, refuse, omit, postpone, cancel, or require changes to the whole or part of any Booking Form, Material or Advertisement submitted for insertion into a Publication at any time, whether or not it has accepted the Booking Form, including the dates for publication and positioning of the Advertisement, or to accept the Booking Form subject to additional conditions which will be notified by CCAV to the Customer.
- (e) The Customer shall submit all Materials to CCAV in accordance with CCAV's then current technical specifications (as may be updated from time to time), the current version of which is available on request.
- (f) It is the Customer's responsibility to ensure that all Advertisements are correct, accurate and not misleading. CCAV accepts no responsibility for any errors in an Advertisement.
- (g) The duration of the Advertisement placement will be as specified in the Booking Form. CCAV reserves the right to remove any Advertisement at any time without notice if it breaches these Terms.

3. Warranties

The Customer warrants that:

- (a) it has the legal capacity and authority to enter into a binding contract with CCAV on the provision of these Terms;
- (b) the Advertisements comply with all applicable laws, regulations and codes of practice (or similar);
- (c) the Advertisements will not infringe the intellectual property rights, including, copyright, trade mark, obligation of

confidentiality or other personal or proprietary right of any third party;

- (d) the Advertisements are not obscene, defamatory, fraudulent or misleading and shall not give cause, whether directly or indirectly, for any action to be brought against CCAV for defamation, fraud, publication of a false or misleading statement (or any other relevant cause of action);
- (e) it will not provide Advertisements for, or in connection with, any illegal purpose;
- (f) all information and material supplied to CCAV is true, accurate and nothing contained in it is liable to bring CCAV or any Publication into disrepute;
- (g) the Advertisement shall not cause disruption to any computer, computer system, or network, and shall be free from viruses or malicious code;
- (h) it shall not represent to any third party that CCAV in any way endorses the Customer, the Advertisements and/or the Customer's products or services;
- (i) it shall provide CCAV with all necessary Material by the date notified by CCAV to the Customer, such date being of the essence. If the Customer fails to provide such Material by such date, the Customer acknowledges and agrees that CCAV may not be able to fulfil its obligations under the Booking Form or these Terms and accepts that CCAV will not be liable for any such failure to any extent or at all;
- (j) it shall not without the prior permission of CCAV embed any tracking device, cookies, beacon, floodlight or other technological device in or as part of an Advertisement that enables the Customer to track or analyse the online behaviour of any user to which such Advertisement is served; and
- (k) it has all necessary rights, licences and consents (including where necessary regulatory consents and consents from persons or entities cited or quoted in the Material) needed to permit CCAV to use, display, reproduce, insert or publish the Material.

4. Indemnity

The Customer indemnifies and will keep indemnified CCAV, its officers, employees, contractors, and agents against all claims, actions, suits, liabilities, actual or contingent costs, damages and expenses incurred by CCAV arising from:

- (a) any breach of these Terms by the Customer;
- (b) any actual or potential infringement of a third party's intellectual property rights in connection with the Advertisements;

- (c) the publication by CCAV of an Advertisement in accordance with a Booking Form; and
- (d) any actual or alleged breach by the Customer of any laws, regulations, by-laws, ordinances or codes of conduct in connection with the Advertisements.

5. Limitation of Liability

- (a) Except in accordance with this clause, CCAV will not be liable for any costs, expenses, losses or damages suffered or incurred by the Customer arising from CCAV's failure to publish the Advertisements or to publish the Advertisements in accordance with the Customer's requests.
- (b) To the extent permitted by law, all conditions and warranties expressed or implied by statute, the common law, equity, trade, custom or usage are expressly excluded. Under no circumstances will CCAV be liable for any indirect or consequential loss. The liability of CCAV is limited to re-printing or re-issuing the Advertisements in another Publication.

6. Privacy

CCAV collects, uses, discloses and retains personal information in accordance with its privacy policy (<https://ccav.org.au/privacy-policy/>).

7. Amendments

CCAV may change these Terms from time to time without prior warning and will notify Customers in writing.

8. Events beyond CCAV's control

CCAV will not be held responsible for any delay or failure to comply with its obligations under these Terms if the delay or failure arises from any cause that is beyond its reasonable control, including but not limited to circumstances directly or indirectly relating to COVID-19 or any variations or mutations thereof.

9. Governing Law and Terms

These Terms are governed by the laws of Victoria and the courts of Victoria and shall have the exclusive jurisdiction to resolve any disputes arising out of or under it.

10. Definitions and Interpretation

In these Terms, the following definitions apply:

Advertisement means an advertisement published, reproduced or inserted in or on any Publication for the Customer as specified in the Booking Form.

Booking Form means the booking form available on CCAV's website as completed by the Customer and accepted by CCAV in writing, or by performance.

CCAV means Cemeteries and Crematoria Association of Victoria Inc. (ABN 21 216 427 572).

Customer means the person or legal entity that submits a Booking Form in respect of the Advertisement.

Material means any advertising material, copy, artwork, photographs, works or other material provided or to be provided by the Customer in connection with the Booking Form.

Publication means the CCAV CO-OP, whether via a CCAV website, newsletter or other CCAV channel.

Terms means these terms of advertising as amended from time to time in accordance with clause 9.