ADVERTISING TERMS AND CONDITIONS

1. QTAC reserves the right to reject or cancel any advertisement(s) at its sole discretion.

2. These terms apply to all advertisements provided to QTAC, including, but not limited to, any electronic format or as arranged by QTAC on its website or through other electronic means.

3. QTAC is under no obligation to accept any advertisement(s) received after relevant deadlines or which are not in accordance with QTAC guidelines and requirements, including the QTAC Guide.

4. QTAC is not bound to publish any advertisement until and unless the relevant advertisement is accepted by QTAC and fees and charges are paid in full. An advertisement is accepted when QTAC publishes it, unless QTAC may (at its absolute discretion) cancel any current advertising requests and terminate this agreement for advertising that is yet to be published and take proceedings against the Advertiser to recover fees and charges, including costs in relation to any action taken against the Advertiser by QTAC. QTAC is authorised to remove any advertising if the advertising charges are not paid without any liability to the Advertiser.

5. In the event the Advertiser fails to pay for the requested advertising services in accordance with these Terms and Conditions, or if the Advertiser or any person or entity assisting the Advertiser commits an act of bankruptcy, becomes insolvent, has a receiver or administrator or liquidator or manager appointed over any of its assets, then QTAC may (at its absolute discretion) cancel any current advertising requests and terminate this agreement for advertising that is yet to be published and take proceedings against the Advertiser to recover fees and charges, including costs in relation to any action taken against the Advertiser by QTAC. QTAC is authorised to remove any advertising if the advertising charges are not paid without any liability to the Advertiser. QTAC may refuse to provide all or any of the publishing services, and without limitation may refuse to publish or withdraw or terminate the publication of the advertisement(s) or any part of it.

6. All rights, title and interest in any and all of the intellectual property owned or developed by QTAC, is the property of QTAC. QTAC does not assign, transfer or otherwise give the Advertiser any proprietary rights in that intellectual property.

7. If QTAC refuses to provide any service for any reason, or terminates this agreement (other than a termination without cause), the Advertiser will remain liable for any fees and charges that are payable under this agreement, and any fees and charges that have been paid by the Advertiser to QTAC will not be refundable.

8. No employees or agents of QTAC have the authority to change any of the terms, conditions, and/or general policies of the QTAC Guide.

9. Advertisements must be accurate in all material respects; only include information that the Advertiser is entitled to disclose and, in the case of information not owned by the Advertiser, the Advertiser must have a written authority to use, and to licence QTAC to use, the information in accordance with this agreement; comply with all relevant laws; not infringe the legal rights of any person including any company or organisation; not include any information that is illegal, fraudulent, obscene, offensive or defamatory; not be misleading or deceptive; and not comprise anything that may adversely reflect on, or affect, QTAC. The Advertiser is solely responsible for ensuring that the requirements above are satisfied and warrants to QTAC that, at all times, such requirements are satisfied.

10. The Advertiser must immediately advise QTAC of any error in the advertisement(s) or of any circumstances that may cause any advertisement(s) or other information provided to QTAC, to be incorrect, misleading or deceptive or likely to be contrary to this agreement.

11. Prior to publication, QTAC will review the advertisement(s) and may request the Advertiser to amend it or provide further information regarding it. The Advertiser acknowledges the publication of the advertisement(s) by QTAC is not an endorsement of by QTAC. The positioning or placement of an advertisement in any advertising medium is to be at QTAC’s discretion.

12. QTAC retains full and absolute editorial rights regarding what is published, and may, in its discretion and without the consent of the Advertiser, make editorial changes to the advertisement(s) prior to its publication. These changes are required and time sensitive, QTAC will seek to discuss the changes with the Advertiser.

13. QTAC may republish the advertisement(s) as QTAC determines from time to time in its absolute discretion, QTAC may, but is not obliged to, publish changes to the advertisement(s) on its website or in any supplements or updates that it produces. QTAC does not guarantee that the provision of services will be uninterrupted or error free. There may be delays, omissions, and interruptions in the publication of advertising. QTAC is not required to correct any errors in or omissions in the advertisement(s) or to correct any defects in or, issue related to services, but may do so from time to time in its sole and absolute discretion.

14. QTAC may refuse to provide all or any of the publishing services, and without limitation may refuse to publish or withdraw or terminate the publication of the advertisement(s) or any part of it.

15. All terms, conditions and requirements of these Terms and Conditions, or if the Advertiser commits an act of bankruptcy, becomes insolvent, has a receiver or administrator or liquidator or manager appointed over any of its assets, then QTAC may (at its absolute discretion) cancel any current advertising requests and terminate this agreement for advertising that is yet to be published and take proceedings against the Advertiser to recover fees and charges, including costs in relation to any action taken against the Advertiser by QTAC. QTAC is authorised to remove any advertising if the advertising charges are not paid without any liability to the Advertiser. QTAC may refuse to provide all or any of the publishing services, and without limitation may refuse to publish or withdraw or terminate the publication of the advertisement(s) or any part of it.
will be effective unless it is in writing.

30. This agreement is governed by the law of Queensland and the parties irrevocably submit to the non-exclusive jurisdiction of the courts in that State.

31. By requesting QTAC to publish an advertisement, the Advertiser admits having read all of the foregoing and neither QTAC nor the Advertiser shall be bound by any agreement or understanding not expressed herein, and that the Advertiser understands and agrees to all of the Terms and Conditions contained in this document.