# FREE LINE ADS TERMS AND CONDITIONS.



These terms apply as of January 2021 and will be displayed in our offices. Upper Clutha Messenger Ltd (also referred to as The Messenger or we) reserves the right to change all or any of these terms at any time.

# Private advertisers are entitled to 1 free line ad per person, per week, up to 20 words maximum.

The Upper Clutha Messenger's definition of a private advertiser is at our sole discretion.

## EXAMPLES OF LINE ADS THAT QUALIFY INCLUDE:

- Private garage sales
- Items for sale by a private seller with a maximum value of \$2000 (E.g. a sofa or mountain bike)
- Individual looking for work or a rental (accommodation). Please note this is for an individual looking for a full/part-time job, not someone offering their services.
- 'Wanted to buy' ads
- Lost & found items

## EXAMPLES OF LINE ADS THAT DO NOT QUALIFY INCLUDE:

- Services for which a fee is charged. E.g. Nannying, trades, etc.
- Items for sale in bulk. E.g. Bulk quantities of pea straw or firewood.
- Business or commercial advertising. E.g. Office space for lease.
- Room or house rentals (short or long term).
- Vehicles for sale or rent.
- Businesses are not eligible for free line ads.
- Charities, not-for-profit and community groups. E.g. Fundraising, clubs, sporting groups.
  - We have free advertising spaces for these groups.

Charities, not-for-profit and community groups are encouraged to make use of our free sections to advertise: My Community News, My Community Diary and the Front Page Community Space, see below. We offer a not-for-profit discount on display advertising, please email hello@mymessenger.co.nz for rates.

**Free line ad cancellations:** Line ads may be cancelled up until 12.00pm on the Tuesday before publication. After this time, your advertisement may still appear in the publication.

## We also offer the following free of charge community spaces:

## FRONT PAGE STORY

This full colour feature has a focus on upcoming news and events and it is a great spot to gain free publicity and awareness for not-forprofit groups and organisations. The space is not for news of events past, political or business purposes. Apply to feature in the Front Page Story here.

## **MY COMMUNITY NEWS**

Weekly community-based articles, with a focus on future events. This black and white feature is a great spot to gain free publicity and awareness for your not-for-profit. The space is not for news of events past, political or business purposes. Apply to feature in My Community News here.

## MY COMMUNITY DIARY

My Community Diary is a weekly calendar of not-for-profit events, meetings and openings. Apply to feature in My Community Diary here.

#### General terms for all advertising in The Messenger:

## YOUR ASSURANCES TO US

When we accept your advertisement we rely on your assurance that it is not:

- misleading or deceptive.
- in breach of the Fair Trading Act 1986 or other applicable law.
- · defamatory or libellous.
- likely to cause offence against generally accepted standards.
- does not infringe someone else's intellectual property rights.
- complies with all relevant advertising codes of practice.
- will not give rise to any liability on our part or to a claim being made against us.

## **RIGHT TO PUBLISH**

We reserve the right to amend, abbreviate or refuse to publish any advertisement which in our opinion appears to contravene the law, is likely to cause offence or is objectionable for any other reason.

## PLACEMENT

We reserve the right to place advertisements in our publication in order to achieve the best page layout, balance or general appearance. We may correct or amend advertising to conform to style or for other genuine reasons as long as we do so using reasonable care. We do not accept page specific requests unless it is the front or back cover or a specific category. We do not otherwise guarantee any specific advertisement placement in The Messenger.

## CANCELLATIONS

Line ads may be cancelled up until 12.00pm on the Tuesday before publication. After this time, your advertisement may still appear in the publication.

## PLACING ADS BY PHONE

When you telephone us to ask to publish an advertisement, our records of telephone numbers, addresses, the dates of insertion, the number of insertions and the advertisement copy are conclusive after the instructions and the advertisement having been read back by us and confirmed by you. If you do not wish to have us read these back to you, then our records are conclusive.

All line ads should be placed through our website **www.mymessenger.co.nz** however our staff are able to assist those who are unable to do so.

## CARE

We take every care with each advertisement you ask us to publish. However, you are not entitled to compensation of any sort, for any reason, if an advertisement is incorrect, published early or late, or not at all. Advertisers must tell us as soon as possible if there is an error or omission in any advertisement the advertiser has placed. We will not be liable for any indirect or consequential loss (which includes loss of revenue or profit) from an error or omission or failure to publish. If we are found to have any direct liability for any circumstance, that liability is limited to the cost of the space of the advertisement.

## FAILURE TO PUBLISH

Where we fail to publish an advertisement, we will allow you to reschedule it, providing that we have not refused to publish the advertisement for any reasons stated above. The placement of an advertisement or a change to an advertisement received after our deadline for that type of advertisement will be entirely at our discretion.