

CONDITIONS

1. All advertisements are accepted subject to the conditions set out in the terms and conditions document, rate cards and other appropriate and related Game Creative documents. These documents represent the entire agreement between the parties notwithstanding anything said prior to or at the time of acceptance of advertising.

SUITABILITY

2. Game Creative reserves the right to reject, refuse or require amendment of any advertisement which it considers unsuitable for publication for any reason at its absolute discretion.

LEGALITY

3. The advertiser and its agent each warrant to Game Creative that nothing in the advertising material, text or artwork infringes any state, federal or local law or regulation or the personal or property rights of any other person.

INDEMNITY

4. The advertiser and its agent each agree to indemnify Game Creative and all associated companies, its employees, agents and subcontractors against all damages, costs, expenses, claims, demands and loss of any kind including legal costs arising out of the publication of any advertisement and without limiting the generality of the foregoing, to indemnify each of them in relation to defamation, injurious falsehood, passing off, unfair competition or trade practices, breach of contract, misrepresentation, breach of warranty or authority, slander of title, breach of copyright, infringement of trademark or names or titles, violation of rights of privacy, royalties or any breach of statute, regulation or other law giving rise to criminal or civil liability.

RATES

5. Game Creative may negotiate rates for all advertising, otherwise casual rates will apply. The advertiser agrees to pay the rate prescribed for advertisements in the applicable and related Game Creative rate card current at the date of publication.

AGENT'S COMMISSION

6. The advertiser acknowledges that Game Creative may pay commission on the value of the space reserved to an advertising agent, employee, subcontractor and associated companies, provided that the agent:

CHARGING

7. All advertisements will be charged on the rate card value or negotiated value of space ordered

DEADLINES

8. The advertiser acknowledges that Game Creative imposes the following deadlines:

(a) "The Booking Deadline" by which time advertising space must be booked;

(b) "The Material Deadline" by which time material and ad design must be submitted;

Advertisements will not be published unless:

- (i) Space bookings are received no later than the Booking Deadline;
- (ii) Complete material is received no later than the Material Deadline.

The advertiser agrees to pay Game Creative the full cost of space booked, including any additional charges, when the Deadlines are not met or when advertisements are withdrawn after the Booking Deadline. The advertiser and its agent acknowledge that it is the responsibility of the advertiser or agent to ascertain the Deadlines to apply in respect of each and every advertisement.

PROOFS

9. The advertiser and its agent each acknowledge that Game Creative imposes an earlier deadline by which material must be submitted where the advertiser requires a pre-publication proof of the advertisement (the "Proof Deadline"). Proofs of advertisements will not be provided when copy is received after the Proof Deadline. If Game Creative fails to provide a proof for any reason, even when copy is submitted prior to the Proof Deadline, the advertiser agrees to pay the full cost of the advertisement where it substantially conforms to the copy provided.

SPECIFICATIONS

10. Where an advertiser or its agent provides Game Creative with complete material, the material must conform to the specifications imposed by Game Creative. The advertiser or its agent each acknowledges that it is its responsibility to ascertain the specifications for complete material, any of which may change from time to time without notice. No claims for errors will be considered where material is supplied to Game Creative which does not conform to its specifications.

LIABILITY

11. If Game Creative:

- (i) fails to publish an advertisement;
- (ii) publishes an advertisement not in accordance with the advertising instructions;
- (iii) publishes an advertisement which contains errors or omissions;
- (iv) publishes or distributes the game containing the advertisement late or distributes the publication outside or not conforming with the region designated by Game Creative as the area of distribution of that particular game;

the advertiser agrees, even if the Errors result from the negligence of Game Creative's employees, agents, or subcontractors, Game Creative's liability shall be limited to the publication of the advertisement (with any necessary correction) in a convenient Game Creative associated game and shall not in any circumstances extend to any consequential losses or damages suffered by the advertiser arising from the Errors.

ERRORS

12. The advertiser and its agent each agree it is responsible for notifying Game Creative in writing immediately after publication of any error in an advertisement which is published and notwithstanding clause 11 of these conditions, Game Creative will not be liable to the advertiser at all for any advertisement containing errors being republished.

INSTRUCTIONS

13. Game Creative will not be responsible for any errors or omissions where advertising instructions or copy and/or proof corrections are placed by telephone.

POSITIONING, COLOUR AND IMAGE DEFINITION

14. The positioning, colour and clarity of advertisements are subject to space, type of platform, size of ad and the game and developer capabilities, and will be at the absolute discretion of Game Creative. Without limiting this discretion:

(a) Game Creative will attempt to position advertisements or provide graphics and colour definition in accordance with the advertiser's request if the advertiser has agreed to pay preferred position.

(c) bookings which are in any way conditional will not be accepted.

DISPOSAL OF MATERIAL

15. The advertiser and its agent authorises Game Creative to dispose of any illustrations, copy, photographs, artwork, Press-Ready digital files, or other advertising material, following publication of the advertisement/s. The advertiser and its agent acknowledge that Game Creative accepts no liability for the storage or return of any submitted illustrations, copy, photographs, Press-Ready digital files following publication of the advertisement/s.

ADVERTISER DETAILS

18. The full name, address and contact details of the advertiser must be given to Game Creative at the time of submitting the advertisement.

ELECTIONS AND POLITICAL CONTENT

19. All advertisements submitted to Game Creative relating to any federal, state or local election must comply with the relevant statutes, laws and regulations, and any special conditions Game Creative requires for such advertisements. Advertisements containing material deemed by Game Creative to be of a political

PAYMENT

20. All accounts shall be charged to the advertiser or its agent and must be paid to Game Creative by the due date as per the invoice/statement ("the due date").

DEFAULT

21. Failure to pay any account by the due date or failure to comply with any of Game Creative's terms and conditions will be regarded as a default. In the event of a default, Game Creative at its absolute discretion may:

(a) cancel, suspend or refuse to accept any advertising of the advertiser including advertisements otherwise accepted for publication;

(b) demand payment for all other advertising charges incurred but not yet due;

(c) decline to make payment of any rebates or commissions otherwise payable by Game Creative, and such rebates or commissions shall not be offset against any amount owing to Game Creative.

GOODS & SERVICES TAX (GST)

22. The rates quoted in Game Creative's rate cards or in agreements are exclusive of the Goods and Services Tax ("GST") that arise out of or in connection with the charges or agreement. Any monetary level orders entered into for advertisements which are published after 30 June 2000 will be subject to GST.

The customer agrees to pay any GST liability and an amount thereof shall be added to invoices raised against the customer.

The GST component is included in overall monetary expenditure levels applicable to rate card discount levels.

OTHER CONDITIONS

23 The advertiser and its agent each acknowledge that the Game Creative imposes special conditions and policies relating to specific categories of advertising which are additional to, and not contained within, these general terms and conditions, and which the Game Creative may adopt or amend at its absolute discretion from time to time. The advertiser and its agent each acknowledge that the acceptance of any advertisement submitted for publication is subject to these additional terms and policies.