



## Advertising terms and conditions

Please read the following Terms and Conditions carefully. These Terms and Conditions apply to all advertising and partner content purchased by a Client for publication on Hex Work Limited (T/A 'The Spinoff') platforms and related companies.

### 1. INTERPRETATION

- 1.1. The expression 'Client' means the advertiser, and where an agency has been engaged to place advertising on The Spinoff website, it includes that agency.
- 1.2. Hex Work Limited will be referred to as 'The Spinoff' henceforth in this agreement.
- 1.3. The expression 'Booking' refers to the advertising campaign booked by the Client with The Spinoff.

### 2. APPLICATION OF TERMS

- 2.1. These terms and conditions apply to:
  - (a) Partner editorial content commissioned by the Client published on The Spinoff website and featured on its other platforms. (**'Partner Editorial Content'**)
  - (b) Display advertising campaigns across The Spinoff website, including but not limited to run of site, homepage takeovers, targeted section displays, and section sponsorships. (**'Display Advertising'**)
  - (c) Native advertising units commissioned by the Client published on The Spinoff website and subsidiary newsletters and platforms. (**'Native Advertising'**)
  - (d) Advertisements from the Client on podcast inventory under The Spinoff Podcast Network. (**'Podcast Inventory'**)
  - (e) Sponsorship of a podcast series or podcast episodes by the Client under The Spinoff Podcast Network. (**'Podcast Sponsorship'**)
  - (f) Bespoke podcasts produced by The Spinoff for the Client under The Spinoff Podcast Network. (**'Branded Podcasts'**)
  - (g) Production of podcasts for a Client by The Spinoff Podcast Network. (**'White Label Podcasts'**)
  - (h) Audiovisual content commissioned or sponsored by the Client published on The Spinoff website and featured on its other platforms. (**'Audiovisual Content'**)
  - (i) All other advertising and editorial services provided to the Client and agreed upon by The Spinoff. (**'Other Advertising'**)

### 3. PROVISION OF CONTENT

- 3.1. The Client **must have the rights to use content they have provided** The Spinoff for publication on our website or related platforms, e.g. display banners, audio advertising, etc. The Client must hold all rights to the content prior to its intended usage with The Spinoff. The Client will retain ownership of content it has provided The Spinoff.
- 3.2. The Spinoff is responsible for holding the rights of all the content they provide and will retain ownership of this content in perpetuity.
- 3.3. The Client has permission to share the content produced by The Spinoff on their social media or other platforms during the campaign.
- 3.4. The Client may not use the content provided by The Spinoff for other campaigns, purposes, or with other organisations unless given written permission by The Spinoff.
- 3.5. All content written or produced by The Spinoff will live in perpetuity on The Spinoff website, including but not limited to: Partner Editorial Content, Native Advertising, Sponsored Podcasts, Branded Podcasts, White Label Podcasts, Audiovisual Content, and Other Advertising.

### 4. APPROVAL PROCESS

- 4.1. FOR PARTNER EDITORIAL CONTENT, SPONSORED PODCASTS, BRANDED PODCASTS, AUDIOVISUAL CONTENT, AND NATIVE ADVERTISING;
  - (a) As the content outlined in the Booking sits within The Spinoff platform, The Spinoff shall retain ultimate creative control of all content (except for the use of the Client advertising materials, logos and brand attribution).
  - (b) Any decision with respect to creative development of the deliverables shall be subject to review and approval by the Client. Upon delivery of each deliverable to the Client, the Client will review the draft deliverable and, as appropriate, within four working days:
    - (i) request amendments to the draft deliverable in accordance with the scope of this agreement, such amendments to be contained in one unified document; or
    - (ii) notify in writing that the draft deliverable has been accepted.
  - (c) The Spinoff will complete all reasonable amendments (provided such amendments are consistent with the editorial guidelines of The Spinoff) and submit the re-drafted deliverable to the Client within two working days. After that time, the Client will have three business days to review the re-drafted deliverable and submit any further amendments or approve the re-draft deliverable in writing.
  - (d) The Client may only submit two rounds of suggested amendments for each separate deliverable under these terms. In the event that all parties are unable to reach approval on a

deliverable after two rounds of revisions, the parties agree to discuss a resolution in good faith, subject to budget and timeline parameters.

- (e) All parties acknowledge that timely feedback and submission of any amendment requests are of utmost importance to ensure deadlines are met.

#### 4.2. FOR DISPLAY ADVERTISING;

- (a) The Client will provide The Spinoff with the content to be used for the Client's Display Advertising campaign. The technical requirements of the content are subject to the specifications made in the Booking.
- (b) All content provided by the Client is subject to The Spinoff's conditions of publication, in addition to the conditions and rules set by third-party advertisers (e.g. Google). Content provided by the Client may not be deemed or is;
  - (i) Obscene, offensive, defamatory, illegal, or otherwise unsuitable.
  - (ii) In breach of another person or organisation's copyright, trade mark, or intellectual property.
  - (iii) Misleading or deceptive.
  - (iv) May cause harm to you or The Spinoff.

#### 4.3. FOR OTHER ADVERTISING;

- (a) The Client and The Spinoff will create and agree on an approval process upon confirmation of the Booking.

### 5. NON-EXCLUSIVITY

#### 5.1. For talent purposes:

- (a) Any talent involved in the Booking ("Talent") is non-exclusive and is permitted to engage in professional activities and contracts with other entities concurrently, provided that such engagements do not interfere with their obligations and commitments to the Client. This clause is applicable for the duration of the Agreement and any extensions thereof, and shall not restrict the Talent from pursuing other opportunities in their field.

#### 5.2. For advertising purposes:

- (a) The Spinoff is not bound exclusively to the Client and retains the right to accept advertising from other parties, provided that such advertising does not create a conflict of interest or compromise the terms of the Agreement. The Spinoff shall communicate in good faith with the Client regarding any potential conflicts that may arise due to advertising arrangements with other entities.

## 6. TERMS OF PAYMENT

- 6.1. Where payment is to be made in instalments as set out in the Booking, the Booking will specify the amounts and dates these payments are due in detail.
- 6.2. Where an instalment and payment schedule are not specified in the Booking, the first payment shall become due and payable by the Client to The Spinoff at the commencement of the work and the final payment upon completion.
- 6.3. All rates specified and due are exclusive of GST and agency commissions and fees.
- 6.4. Each invoice must be paid no later than the 20th of the month following issuance.

## 7. COMMENCEMENT AND TERM

- 7.1. The Term of the Agreement shall commence on the start date specified in the Booking made by the Client with The Spinoff, and it shall continue in force and effect until;
  - (a) For Display Advertising and Podcast Inventory campaigns:
    - (i) The end date of the campaign specified in the Booking or when the agreed target number of impressions are met.
  - (b) For Partner Editorial Content and Native Advertising campaigns:
    - (i) The final content is published on The Spinoff website and its related platforms.
  - (c) For Branded Podcasts:
    - (i) The final sponsored episode of the Branded Podcast series is published on The Spinoff website and related platforms, including but not limited to Spotify, Apple Podcasts, etc.
  - (d) For White Label Podcasts:
    - (i) The final episode of the bespoke White Label podcast series is delivered to the Client.
  - (e) All Other Advertising:
    - (i) The end date of the campaign specified in the Booking.
- 7.2. If the Client has more than one Booking, these terms apply until all advertising campaigns and content have been published. If the Client creates another Booking, then these terms will apply again.
- 7.3. These terms cannot be terminated when a Booking is underway unless:
  - (a) Either party commits a material breach of the terms (e.g. not paying a bill when due).
  - (b) Either party becomes insolvent (e.g. either party goes bankrupt).
  - (c) A “force majeure event” or “act of god” (for example, an earthquake) makes it impossible for either or both parties to fulfil their obligations for more than thirty (30) days.

(d) A third-party channel (e.g. Google) ceases its third-party advertising services.

8. CANCELLATION

- 8.1. Any cancellations by a Client must be provided in written form to the relevant The Spinoff account manager. Upon cancellation, the Client agrees that The Spinoff may charge the following cancellation fees at its discretion. The Client acknowledges these cancellation fees are a genuine pre-estimate of the loss The Spinoff will suffer and billable labour already incurred due to the cancellation.
- 8.2. **If cancellation occurs thirty (30) days prior** to the specified start date on the Booking, the Client is liable for 50% of the total fee specified in the booking and 100% of fixed incurred costs by The Spinoff.
- 8.3. **If cancellation occurs fourteen (14) days prior** to the specified start date on the Booking, the Client is liable for 75% of the total fee specified in the Booking and 100% of fixed incurred costs by The Spinoff.
- 8.4. **If cancellation occurs seven (7) days prior** to the specified start date on the Booking, the Client is liable for 100% of the total fee specified in the booking.

9. JURISDICTION

- 9.1. These Terms and Conditions are governed by the laws of New Zealand.