

# Globe Terms and Conditions



- 1) All advertising is subject to credit approval by any means or person designated by the Publisher. The reasonable withholding of credit approval by Publisher shall not relieve Advertiser from carrying out its obligations under this contract. On advertising where credit terms are granted by the Credit department, accounts are due and payable within 30 days. Accounts are considered past due if payment is not made by the end of the month following billing. Payment in foreign currency must be made at the prevailing Canadian rate of exchange. Failure to comply with credit terms may result in the curtailing or withdrawal of credit privileges, and failure by Advertiser to pay invoices will entitle Publisher to terminate this contract on written notice. The Publisher may at its discretion, provide electronic invoices (ie. E-Billing) rather than printed invoices. The Publisher may at its discretion, provide electronic images of the applicable pages (ie. E-tearsheets). Failure to receive checking copies is not recognized by Publisher as a valid reason for withholding payment. Payments shall be made to the Finance Department, Cash Office, 444 Front Street West, Toronto, Ontario M5V 2S9. All rates are stated in Canadian currency.
- 2) An order not corresponding with the current rate will be regarded as a clerical error and the advertising will be inserted at the current rates. For contract advertisers, yearly billings will be adjusted at the end of the year to reflect the actual volume and/or value run and where applicable, to reflect a lower or higher rate resulting in either a rebate or a short rate.
- 3) Publisher reserves the right to increase advertising rates any time and all contracts are accepted subject to this reservation. The Advertiser reserves the right to cancel contract on written notice within 15 days after higher rates are made effective by the Publisher. Furthermore, should publication of any edition of The Globe and Mail newspaper or any of its products be modified, the rate quoted herein and the amount of space contracted for as well as the size, location or volume of advertisement shall all be subject to revision or regulation by the Publisher at any time without notice.
- 4) Agency commissions – 15% commission will be allowed only to accredited agencies. No agency commission will be allowed on local, retail or classified advertising. The Publisher will require prepayment from any advertising agency that indicates that their client(s) is responsible for payment of the advertisement or if any kind of payment disclaimer is used or implied on advertising agency insertion orders.
- 5) Advertising will be measured from cut-off rule to cut-off rule. If publication of The Globe and Mail is modified in any way, rates quoted here or in any contract and the size or location of any advertisement shall be subject to modification without notice by Publisher. Press limitations or other causes may require Publisher to limit the availability from time to time. The word “advertisement” or a similar title may be printed by Publisher over, under or alongside any advertisement. No contingency orders will be accepted by Publisher.
- 6) The Publisher reserves the right:
  - i) to reject, discontinue or omit any advertisement;
  - ii) to cancel any advertising contract for reasons satisfactory to the Publisher without penalty to either party and
  - iii) to revise or reject advertisements in accordance with standards acceptable to the Publisher without notice. All advertising is subject to Publisher’s approval, as to matter, space and location.Without limiting the generality of the foregoing:
  - a) Publisher has the right to designate any advertisement that advocates a political, social or other point of view as an “Advocacy Ad”;
  - b) Publisher will require at least 48 hours prior to deadline to review and consider whether to run any Advocacy Ad; and
  - c) Publisher has the right to reject, discontinue, omit or refuse to run any Advocacy Ad for any reason in Publisher’s sole discretion.
- 7) Any advertising published by Publisher in The Globe and Mail newspaper or any of the Publisher’s other print, electronic or other platforms may, at Publisher’s discretion, be published, displayed, retained and archived by Publisher and anyone authorized (including any form of licence) by Publisher, as many times as Publisher and those authorized by Publisher wish, in and on any product, media and archive (including anything in print, electronic and other form).
- 8) While every endeavor will be made to furnish replies to box numbers to the advertisers as soon as possible, Publisher accepts no liability in respect to loss or damage alleged to arise through either failure or delay in furnishing such replies, however caused, by negligence or otherwise. The Publisher reserves the right to inspect all replies solicited through The Globe and Mail newspaper. Printing of key numbers is not guaranteed.
- 9) Contest advertising and rules must be submitted in advance. Main prize winners’ names must be published or notified by mail. A complete list of winners must be filed with Publisher.
- 10) Subject to Section 4, the Advertiser is solely responsible for the fulfillment of this advertising contract. Copy and material must be received at Publisher’s office by specified deadlines. Publisher is not responsible for return of advertising material.
- 11) The Advertiser agrees that Publisher shall not be liable for damages arising out of errors or omissions in advertisements beyond the amount paid for the space actually occupied by that portion of the advertisement in which the error occurred, whether such error is due to the negligence of its employees, agents or otherwise. Publisher’s liability for damages arising out of non-insertions of any advertisement is limited to the amount received by Publisher for such advertisement, whether such non-insertion is due to negligence of its employees, agents or otherwise. The Publisher accepts no responsibility for loss of profit or any type of damages whatsoever.
- 12) Advertiser warrants to Publisher that Advertiser has the full right and authority, including all rights necessary with respect to any copyright and trademark rights related to all advertising published under this contract, to authorize Publisher to publish all advertising provided hereunder. By way of example but not limitation, this warranty by Advertiser covers all copyright rights related to any fonts used in any advertisement text, design and layout. All materials produced by Publisher will remain the property of the Publisher. The Advertiser agrees to indemnify Publisher for any loss or damage incurred by Publisher as a result of publishing any advertisement that is libelous, misleading or otherwise subjects Publisher to liability. This indemnity applies to all advertisements published, even if produced by Publisher on behalf of Advertiser. The Publisher expressly disclaims all warranties, representations and conditions of any kind, express or implied, by statute or otherwise, to the fullest extent permitted by law. All of Publisher’s limitations of liability and disclaimers set out in these terms and conditions shall apply notwithstanding the breach of a fundamental term of condition or a fundamental breach.
- 13) Advertiser agrees to Publisher’s privacy policy, which can be accessed at [www.globeandmail.com/privacy](http://www.globeandmail.com/privacy).
- 14) In addition to any other right of Publisher, the Publisher reserves the right to reject any advertorial advertising that is not labelled ADVERTISEMENT, includes a by-line, or is designed to resemble the editorial pages of the publication – including the use of matching fonts.
- 15) Cancellation Charge: 50 per cent for ads cancelled after deadline. No cancellations accepted after press date.
- 16) These terms and conditions apply in all circumstances.
- 17) In these terms and conditions, “Publisher” means The Globe and Mail Inc. and “Advertiser” means the person, company or other entity placing advertising with the Publisher.