

# Coach Membership - Advertising Policy



**Businesses have the opportunity to advertise their products or services through Coach Membership advertising mediums including:**

Advertising medium	When	Distribution	Advertisement Details	Coach Member Discounted Rates	Non-Member Rates
Coach Development E-Newsletter - coach members - additional subscribers	First week every month <i>Deadline: the 25<sup>th</sup> of the previous month</i>	4,000+	<ul style="list-style-type: none"> <li>• Summary paragraph (max 4 lines)</li> <li>• Supply website link to article/video</li> <li>• Supply JPEG or GIF image</li> </ul>	\$150 per article	\$300 per article
State or Territory E-Newsletter - state or territory coach members - additional subscribers	As required	Varies	<ul style="list-style-type: none"> <li>• Summary paragraph (max 4 lines)</li> <li>• Supply website link to article/video</li> <li>• Supply JPEG or GIF image</li> </ul>	\$50 per article	\$200 per article
Job Advertisements - coach members	As required	4,000+	<ul style="list-style-type: none"> <li>• Supply details of job advertisement</li> <li>• Supply website link to article/video</li> <li>• Supply JPEG or GIF image</li> </ul>	Free	\$100 per article
Coaches Conference Delegate Gift Bags	January <i>Deadline: December</i>	400	<ul style="list-style-type: none"> <li>• Supply tangible product</li> <li>• Supply leaflet/pamphlet</li> </ul>	\$750 (bulk order)	\$1,000 (bulk order)
Coach Membership Mailout (Membership Welcome Pack) - coach members	May – October <i>Deadline: 30 April</i>	4,000+	<ul style="list-style-type: none"> <li>• Supply tangible product</li> <li>• Supply leaflet/pamphlet</li> <li>• Supply article</li> </ul>	\$2,000 (bulk order)	\$3,000 (bulk order)
Coach Membership Mailout (Coaches Conference Draft Schedule, Rego Form, Brochure) - coach members - additional subscribers	Early December <i>Deadline: 30 November</i>	4,000+	<ul style="list-style-type: none"> <li>• Supply tangible product</li> <li>• Supply leaflet/pamphlet</li> <li>• Supply article</li> </ul>	\$900	\$2,500
Australian Tennis Magazine Expo	As required	Circulation Approx. 20,000 each month	<ul style="list-style-type: none"> <li>• Article (approx. 250 words)</li> <li>• Supply JPEG image (for artwork)</li> <li>• Website details</li> </ul>	\$150 (single ad) \$300 (double ad)	\$365 (single ad) \$615 (double ad)

## **Advertising Terms and Conditions – May 2014**

The following terms and conditions apply to purchase of advertising space from Tennis Australia by the Advertiser in Tennis Australia Coach Membership materials ('Advertising'):

### **Application of these terms and conditions**

1. References to the 'TA' refer to Tennis Australia Limited and the 'Advertiser' refer to the person or entity purchasing the Advertising.
2. The submission of an order form to TA for Advertising shall amount to the acceptance by the Advertiser of these terms and conditions which will apply to the exclusion of any other terms and conditions. No conditions, printed or otherwise, appearing on contracts, orders or copy instructions which conflict with, vary, or add to these terms and conditions will be binding on TA.

### **Approval of advertisements**

3. All Advertisements are subject to approval by TA which can be withheld at TA's absolute discretion.
4. The proposed Advertisement must not conflict with other Tennis Australia sponsors or suppliers and the Advertisement must be of relevance to Tennis Australia Coach Members (i.e. related to coaching or running a coaching business). TA reserves the right in its sole discretion to reject a proposed Advertiser or Advertisement.
5. TA does not endorse the products or services advertised by any Advertiser, but rather simply offers an opportunity to buy Advertising.
6. The Advertiser will not receive any access to the Coach Membership database, but rather must provide its proposed Advertisement to TA in the format specified by TA, for TA to include in the relevant Coach Membership materials.
7. If TA advises the Advertiser that the Advertisement provided by the Advertiser does not conform to TA's format specifications, the Advertiser must provide TA with an Advertisement that meets TA's specifications.
8. It is the responsibility of the Advertiser to check the correctness of the Advertisement and TA accepts no liability for any error in the Advertisement.
9. The Advertiser acknowledges that the accuracy of the published Advertisement is dependent on the quality and legibility of material provided to TA by the Advertiser.
10. After accepting the Advertisement, TA reserves the right to elect not to advertise an Advertisement if the Advertiser breaches these terms and conditions or if the Advertiser is involved in any conduct which in TA's reasonable opinion, may materially affect TA's reputation. If TA does so, the Advertiser remains liable to pay the full amount of the invoice.

### **Payment Terms**

11. The Advertiser must pay for the advertisement in full before the Advertisement appears and within 30 days of the date of the invoice. If the Advertiser defaults in payment, it is liable to pay to TA interest on the amount outstanding at the rate of 2% above the *Penalty Interest Rates Act 1983* (Vic).

### **Submission and amendment**

12. The Advertiser must provide TA with the proposed advertisement and all creative materials ('**Advertisement**') on the deadline notified by TA ('**Deadline**').
13. Where all materials (including the Advertisement) required to be supplied by the Advertiser are not provided to TA by the Deadline, TA may treat this as constructive cancellation of the advertisement. In these circumstances full payment remains due and TA reserves the right to otherwise use the advertising space (including but not limited by publishing an advertisement for a third party).
14. Where an Advertiser requests a preferred position or timing for the advertising in an order, TA will endeavour to meet the request but the ultimate decision regarding positions rests and timing with TA.
15. Where the Advertiser wishes to amend any detail in the Advertisement provided to TA, it is the Advertiser's responsibility to supply amended material to be published, in legible form, before the Deadline.

### **License to use Advertisement**

16. The Advertiser hereby grants to TA a worldwide, non-exclusive, royalty-free, perpetual and irrevocable licence to use, reproduce, display, distribute the Advertisement and its constituent parts, including trademarks, service marks, logos or other commercial product or service designations (collectively "Marks") contained in the Advertisement and also licences TA to use that Advertisement in order to enable TA to market and advertise itself and the services which it provides.

### **References to the Coach Membership Program and TA**

17. The Advertiser agrees not to make promotional or merchandising reference to the TA's Coach Membership Program or TA in any way without the prior written permission of TA in each instance.

### **Representation, Warranties, Liability and Indemnity**

18. All advertisements are accepted and published on the representation made by the Advertiser that the Advertiser is authorised to publish the entire contents and subject matter thereof. The Advertiser represents and warrants that it is authorised to publish the entire contents and subject matter of the Advertisement and that the Advertisement will not:

- (a) violate any law or infringe upon any right of any party (including but not limited to intellectual property rights).
- (b) violate any applicable law, statute, ordinance or regulation, including without limitation the laws and regulations governing export control;
- (c) be or contain material which is defamatory or trade libelous; or
- (d) violate any laws regarding unfair competition, antidiscrimination or false advertising.

19. In consideration of the publication of advertisements, the Advertiser will indemnify, defend and hold TA harmless from and against any and all losses, liabilities, costs and expenses (including, without limitation, legal fees) arising out of or in connection with:

- (a) the publication of the Advertisement;
- (b) any breach of the covenants, representations or warranties in these terms and conditions;
- (c) any claim arising from the Advertisement or the sale or license of the Advertiser's goods or services; or
- (d) any other act, omission or misrepresentation by the Advertiser.

20. TA shall not be liable for any indirect or consequential loss (including without limitation, business interruption and loss of profits, business, goodwill, anticipated savings, information and data) whether arising out of negligence, breach of contract or otherwise and whether or not the Advertiser advised TA of the possibility of such loss.

21. TA will not be liable for any loss of copy, artwork, photographs or other materials.

22. In no circumstances shall the total liability of TA exceed the charge for the Advertisement in question.

### **General**

23. These terms and conditions shall be construed and governed by the law of the state of Victoria or the Commonwealth of Australia and the parties submit to the exclusive jurisdiction of the courts of Victoria, Australia or the Commonwealth without reference to any jurisdiction's conflict of laws principles.

24. TA reserves the right to vary these terms and conditions at any time by notice to the Advertiser. Any variation will take effect from the date set out at the top of these terms and conditions, and will apply in relation to all orders placed with TA after that date.

25. Any provision of these terms and conditions which is void or unenforceable in Victoria may be severed from these Terms & Conditions without affecting the enforceability of other provisions.

26. No failure to exercise or delay in exercising any right, power or remedy by TA operates as a waiver. A single or partial exercise of any right, power or remedy does not preclude any other or further exercise of that or any other right, power or remedy. A waiver is not valid or binding on TA granting that waiver unless made in writing. TA may at any time insist upon strict compliance with these terms and conditions, notwithstanding any previous custom, practice or course of dealings to the contrary.