

SVL Terms of Acceptance for screening client's advertisement are:

1. In accepting an advertisement for screening we are to do so in consideration of and relying on the advertiser's express warranty, the truth of which is essential
  - a. That the advertisement does not contain anything: That is misleading or deceptive or likely to mislead or deceive or which otherwise breaches the Fair Trading Act 1986. That is defamatory or indecent or which otherwise offends against generally accepted community standards. That infringes a copyright or trademark or otherwise infringes any intellectual property rights. That breaches any provision of any statute, regulation, by-law or other rule or law, and
  - b. That the advertisement complies in every way with the Advertising Codes of Practice issued by the Advertising Standards Authority Inc. (AASA) and with every other code or industry standard relating to advertising in New Zealand, and
  - c. Screening of the advertisement will not give rise to any liability on our part or in a claim being made against us.
2. The advertiser agrees to indemnify us against all losses or costs arising directly or indirectly from any breach of those warranties by the advertiser and from any costs incurred in our making corrections or amendments in accordance with the terms that follow.
3. We may refuse to screen, or withdraw an advertisement without having to give a reason.
4. We may screen the advertisement on the next available day, week, month, production cycle if there is any error or delay in screening of the advertisement scheduled/booked.
5. We may correct or amend advertising material to conform to style or for other genuine reasons as long as we do so using reasonable care and consultation.
6. We may take orders for advertising for specific terms or placements within the advertising presentation. When specifically stated in the contract, the position may be only used by the advertiser for advertising of the advertiser's usual business, and may not be transferred by the advertiser to another person or business.
7. While we may make reasonable efforts to place advertisements in the positions requested by the advertiser, we cannot guarantee position unless a premium fee is agreed and paid by the advertiser.
8. We will not be liable for errors or omissions arising from the advertiser having given us incorrect instructions, or in any circumstances where a proof has been submitted by us and approved by the advertiser or its agent.
9. We will not ever be liable for any indirect or consequential loss (which includes loss of revenue or profit) from an error or omission or failure by us or the exhibitor to screen and if we are found to have any direct liability to an advertiser or third party for any circumstance, that liability is limited to the cost of booking and scheduling the advertisement.
10. The charge for an advertisement will be in accordance with the screening rate card applying at the time for the screening, unless we agree otherwise in writing.
11. To cancel an advertisement, a cancellation fee will apply in terms of the advertiser's contract Clause No. 6.2.
12. By supplying or placing an advertisement for screening the advertiser grants to us a perpetual royalty free license to reproduce the advertisement in any print or electronic advertising media we offer advertisers now or in the future.
13. Where the advertiser utilises any aspect of our creative services in the design or production of an advertisement (including photographic or design work), the advertiser acknowledges that we own the copyright in such work and that such work is not work for which a commissioning payment has been made or agreed, unless the advertiser has purchased our 'Promo Pack'.