



The AMJ offers advertising space on the right hand bar of our home page.

We do not accept advertising from Tobacco or Alcohol companies.

We do not accept pharmaceutical company promotional material.

To advertise on our site please contact the editor at: editor@amj.net.au

Advertiser must provide a teaser Jpeg of high resolution exactly 211 pixels in width and 250 pixels in length. The AMJ is able to assist with the production of the Jpeg at an additional charge of \$200AUD if required.

Any images on the teaser must be free of copyright.

The jpeg will be linked to a PDF or website url to be provided by the client.

Fees:

1 month only.....	\$1000AUD
3 months.....	\$1500 AUD
1 year.....	\$3960 AUD
Art work.....	\$200 AUD

The Customer must pre-pay for Advertising by the AMJ.

Terms and duration of advertising must be agreed the time of booking- no refunds are possible after payment.

These terms apply to all advertising provided to any person ('Customer') by Australasian Medical Jornal Pty Ltd ABN11080437. Customer includes an advertiser on whose behalf Advertising is placed and any media company or agency that arranges the Advertising for its clients.

1. Publication of Advertising

1.1 Subject to these Terms, AMJ will use its reasonable endeavours to publish advertising ('Advertising') in the format and in the position agreed with the Customer. 'Advertising' includes images submitted for publication and content or information relating to published Advertisements.

1.2 Customer grants AMJ a worldwide, royalty-free, non-exclusive, irrevocable licence to publish, and to sub-lodge the publication of, the Advertising in any form or medium, including print, online or other. Customer warrants that it is authorised to grant AMJ the licence in this clause 1.

2. Right to Refuse Advertising

2.1 Neither these Terms nor any written or verbal quotation by AMJ represents an agreement to publish Advertising. An agreement will only be formed between AMJ and Customer when AMJ accepts the Advertising in writing or generates a tax invoice for that Advertising.

2.2 AMJ reserves the right to refuse or withdraw from publication any Advertising at any time without giving reasons (even if the Advertising has previously been published by AMJ).

3. Right to vary Format, Placement or Distribution

3.1 AMJ will use reasonable efforts to publish Advertising in the format and in the position requested by the Customer. However, AMJ reserves the right to vary the placement of Advertising within a title or website or to change the format of Advertising (including changing colour to black and white).

3.2 Except in accordance with clause 12, AMJ will not be liable for any loss or damage incurred by a Customer arising from AMJ's failure to publish Advertising in accordance with a Customer's request.

3.3 If AMJ changes the press configuration for a publication, AMJ reserves the right to shrink or enlarge the Advertising by up to 10% without notice to Customer or any change to rates.

4. Submission of Advertising

4.1 Customer warrants to AMJ that the publication of the Advertising does not breach or infringe:

(a) the Competition and Consumer Act (Cth) or equivalent State legislation;

(b) any copyright, trade mark, obligation of confidentiality or other personal or proprietary right;

(c) any law of defamation, obscenity or contempt of any court, tribunal or royal commission;

(d) State or Commonwealth privacy legislation or anti-discrimination legislation;

(e) any financial services law as defined in the Corporations Act 2001 (Cth); or

(f) any other law or applicable code (including any common law, statute, delegated legislation, rule or ordinance of the Commonwealth, or a State or Territory).

4.2 Customer warrants that if Advertising contains the name or photographic or pictorial representation of any living person and/or any copy by which any living person can be identified, the Customer has obtained the authority of that person to make use of his/her name or representation or the copy.

4.3 Advertising containing contact details for the Customer must contain the full name and street address of the Customer. Post office box and email addresses alone are insufficient.

4.4 If a Customer submits Advertising that looks, in AMJ's opinion, like editorial material, AMJ may publish the Advertising under the heading 'Advertising' with a border distinguishing it from editorial.

4.5 AMJ will not be responsible for any loss or damage to any Advertising material left in its control.

4.6 Advertising submitted electronically must comply with AMJ's specifications. AMJ may reject the Advertising material if it is not submitted in accordance with such specifications.

4.7 Advertising material delivered digitally must include the AMJ booking or material identification number.

4.8 If Customer is a corporation and the Advertising contains the price for consumer goods or services, Customer warrants that the Advertising complies with the component pricing provisions of the Competition and Consumer Act (Cth) and contains, as a single price, the minimum total price to the extent quantifiable at time of the Advertising.

4.9 Customer must not resell Advertising space to any third party without AMJ's consent.

4.10 If Advertising promotes a competition or trade promotion, Customer warrants it has obtained all relevant permits and indemnifies AMJ against any loss in connection with the Advertising.

5. Classified Advertising

5.1 AMJ will publish classified Advertising under the classification heading it determines is most appropriate. These headings are for the convenience of readers. AMJ will publish classified display Advertising sorted by alphabetical caption and, where space permits, with related line Advertising.

6. Online Advertising

6.1 For online banner and display Advertising, Customer must submit creative materials and a clickthrough URL to AMJ at least 3 working days (5 working days for non-gif material) or within such other deadline advised by AMJ at its discretion before publication date. AMJ may charge Customer for online Advertising cancelled on less than 30 days notice or if creative materials are not submitted in accordance with this clause 6.1.

6.2 All online Advertising (including rich media) must comply with AMJ's advertising specifications.

6.3 AMJ is not liable for loss or damage from an internet or telecommunications failure.

6.4 Customer acknowledges that AMJ may at its discretion include additional features or inclusions such as third party advertisements within online classified Advertising.

7. Errors

7.1 Customer must promptly check proofs of Advertising (if provided to the Customer by AMJ) and notify AMJ of any errors in the proofs or in published Advertising.

7.2 AMJ does not accept responsibility for any errors submitted by the Customer or its agent, including errors in Advertising placed over the telephone.

7.3 Customer must send any claim for credit or republication in writing to AMJ no later than 7 days after the date of publication of the Advertising.

8. Advertising Rates and GST

8.1 The Customer must pay for Advertising, unless otherwise agreed, at the rate advised above. Rates may be varied at any time by AMJ without notice. AMJ will provide a tax invoice or adjustment note (as applicable).

9. Credit and Customer Accounts

9.1 AMJ may grant, deny or withdraw credit to a Customer at any time in its discretion. Customer must ensure that its Customer account number is available only to those employees authorised to use it. Customer acknowledges it will be liable for all Advertising placed under Customer's account number.

10. Payment

10.1 The Customer must pre-pay for Advertising by AMJ.

10.3 Customer must pay the full price for Advertising even if AMJ varied the format or placement of the Advertising or if there is an error in the Advertising, unless the error was AMJ's fault. Customer must pay its electronic transmission costs.

12. Liability

12.1 The Customer acknowledges that it has not relied on any advice given or representation made by or on behalf of AMJ in connection with the Advertising.

12.2 AMJ excludes all implied conditions and warranties from these terms, except any condition or warranty (such as conditions and warranties implied by the Competition and Consumer Act and equivalent State acts) which cannot by law be excluded ('Non-excludable Condition').

12.3 AMJ limits its liability for breach of any Non-Excludable Condition (to the extent such liability can be limited) and for any other error in published Advertising caused by AMJ to the re-supply of the Advertising or payment of the cost of re-supply (at AMJ's option).

12.4 Subject to clauses 12.2 and 12.3, AMJ excludes all other liability to the Customer for any costs, expenses, losses and damages incurred in relation to Advertising published by AMJ, whether that liability arises in contract, tort (including by AMJ's negligence) or under statute. Without limitation, AMJ will in no circumstances be liable for any indirect or consequential losses, loss of profits, loss of revenue or loss of business opportunity.

12.5 The Customer indemnifies AMJ and its officers, employees, contractors and agents (the 'Indemnified') against any costs, expenses, losses, damages and liability suffered or incurred by the Indemnified arising from the Customer's breach of these Terms and any negligent or unlawful act or omission of the Customer in connection with the Advertising.

13. Privacy

13.1 AMJ collects a Customer's personal information to provide the Advertising to the Customer and for invoicing purposes. AMJ may disclose this personal information to its related bodies corporate, to credit reporting agencies and other third parties as part of provision of the Advertising and for overdue accounts, to debt collection agencies to recover amounts owing.

13.2 AMJ provides some published Advertising to third party service providers. Where such Advertising contains personal information, Customer consents to the disclosure of their personal information in the advertising to third parties and to the personal information being republished by a third party.

13.3 AMJ's privacy policy is at www.amj.net.au.

14. Confidentiality

14.1 Each party will treat as confidential, and will procure that its advertising agents, other agents, and contractors ('Agents') treat as confidential and will not disclose, unless disclosure is required by law:

- (a) the terms of this Agreement (including terms relating to volumes and pricing);
- (b) information generated for the performance of this Agreement, including all data relating to advertising schedules, budgets, forecasts, booked advertising, prices or volumes;
- (c) any other information that ought in good faith to be treated as confidential given the circumstances of disclosure or the nature of the information;
- (d) any information derived wholly or partly for any information referred to in (a) to

(c) above;

Each party agrees to take all reasonable precautions to prevent any unauthorised use, disclosure, publication or dissemination of the confidential information by or on behalf of itself or any third party.

15. General

15.1 These Terms, with any other written agreement, represent the entire agreement of the Customer and AMJ for Advertising. They can only be varied in writing by an authorised officer of AMJ. No purchase order or other document issued by the Customer will vary these Terms.

15.2 AMJ will not be liable for any delay or failure to publish Advertising caused by a factor outside AMJ's reasonable control (including but not limited to any act of God, war, breakdown of plant, industrial dispute, electricity failure, governmental or legal restraint).

15.3 AMJ may serve notice on Customer by post or fax to the last known address of the Customer.

15.4 These Terms are governed by the laws of the State in which the billing company for the Advertising is located and each party submits to the non-exclusive jurisdiction of that State.