

## MetService general advertising terms and conditions

The Meteorological Service of New Zealand Limited (**MetService, we, us**) places advertising on behalf of the customer (**you**) subject to these terms and conditions of advertising (**Terms**) set out below.

These Terms apply to all advertising on any of our digital platforms including MetService websites, mobile applications and all other digital platforms under MetService's control (**Digital Platforms**), unless we have agreed other terms in writing with you.

### 1 Advertising Material

1.1 In accepting any material including electronic material or data for publication (**Advertising Material**), and in publishing the Advertising Material we are doing so in consideration of, and relying on your express warranty, that:

- a The Advertising Material complies in every way with the Advertising Standards Code 2018 issued by the Advertising Standards Authority Inc, (ASA) and with every other code or industry standard relating to advertising in New Zealand.
- b The Advertising Material does not contain anything that:
  - i breaches any provision of any statute, by-law or other rule of law;
  - ii is misleading or deceptive or likely to mislead or deceive or which otherwise breaches the Fair Trading Act 1986;
  - iii is indecent or defamatory, or which offends generally accepted community standards;
  - iv infringes a copyright, trademark or any other Intellectual Property Rights;
  - v has a negative impact on MetService's reputation;
  - vi breaches any right of privacy or confidentiality; and
  - vii Promotes alcohol.
  - viii Promotes firearms.

1.2 We:

- a may refuse to publish or withdraw Advertising Material for any reason at our sole discretion;



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- b may publish Advertising Material at a different time or date than originally agreed if there is an error or delay in relation to the publication of that Advertising Material;
  - c may position or place any Advertising Material on a Digital Platform at our sole discretion;
  - d reserve the right to review and withhold any Advertising Material should it be deemed to impact the ability of the users of the Digital Platforms to understand weather forecasts and information from MetService; and
  - e reserve the right to withhold any Advertising Material created or submitted to us by you that we believe (in our reasonable opinion) would impact the MetService brand, be overly ambiguous, or would otherwise breach clause 1.1b.
- 1.3 Where you book publication or placement of Advertising Material on a voice banner that is less than 100% SOV, you acknowledge that other advertising material will run in rotation in the same advertising space.
- 1.4 You agree that we provide our advertising service to you on a non-exclusive basis (unless otherwise agreed in writing between you and MetService). You agree and accept that other parties, including your competitors, may also have Advertising Material in rotation, on the same Digital Platform as your Advertising Material, or elsewhere on one or more of our other Digital Platforms.

## **2 Cancellation policy**

- 2.1 You may only cancel the publication or placement of Advertising Material on our Digital Platforms (**Campaign**) by giving us written notice in advance, prior to the initial agreed start date of the Campaign (**Start Date**). If you challenge an already pencilled high impact placement to secure it, cancellation is 100% of the cost regardless of cancellation notice period.
- 2.2 If notice of cancellation is given by you:
- a at least 30 days' prior to the Start Date, no penalty will apply for the cancellation; or
  - b between 14 and 29 days (inclusive) prior to the Start Date, you must (at your option):
    - i apply the total fees paid or payable for the Campaign (**Fees**) against a future Campaign with us within 6 months from the date of cancellation; or
    - ii pay 50% of the Fees for the Campaign to us and be refunded the remainder; or

- c less than 14 days' prior to the Start Date, on or after the Start Date, you must pay 100% of the Fees to us, we will use reasonable efforts to remove the Advertising Material as soon as practicable and you acknowledge and agree that such removal of Advertising Material may not be immediate.

2.3 If you fail to place a further Campaign within six (6) months of a cancellation under clause 2.2bi, the portion of the Fees applied against a future Campaign, and held by us, is non-refundable.

### **3 Liability**

3.1 You agree to indemnify us against any losses, costs (including legal costs on a solicitor-client basis), damages (including indirect, consequential loss and special damages), claims or liabilities whatsoever arising directly or indirectly from any breach of the warranties set out above or in connection with any Advertising Material.

3.2 To the maximum extent permitted by law:

- a we exclude all implied conditions and warranties from these Terms;
- b we will not be liable for any loss, cost or liability incurred by you, including any loss of profit, revenue, savings, business and/or goodwill, or any consequential, indirect, incidental or special damage or loss of any kind;

3.3 You agree and represent that you are submitting Advertising Material, and accepting these Terms, for the purpose of trade. You and MetService agree that:

- a to the maximum extent permissible by law, the Consumer Guarantees Act 1993 and any other applicable consumer protection legislation does not apply to these Terms; and
- b it is fair and reasonable that the parties are bound by this clause 3.3.

3.4 To the extent our liability cannot be excluded but can be limited, our liability will be limited to the Fees payable by you for the relevant Advertising Material;

### **4 Intellectual Property**

4.1 By providing Advertising Material to us for publication, you grant us a perpetual, royalty free license to reproduce that Advertising Material on any Digital Platform offered by us.

4.2 You retain all copyright and all other rights conferred under statute, common law or equity in relation to the Advertising Material including registered and unregistered trade marks and designs (**Intellectual Property Rights**) in the Advertising Material you submit to us for

publication on our Digital Platforms in accordance with these Terms. We retain all Intellectual Property Rights in the:

- a Digital Platforms; and
- b Creative Content (as defined below).

## 5 Creative Content

5.1 If we provide you with any item or material created or developed by us under or in connection with the Terms, a Campaign or Advertising Material (including any meteorological data or weather forecasts (**Creative Content**)) you:

- a may not use any such Creative Content in any other publication or for any other purpose without our prior written consent; and
- b acknowledge the uncertainty inherent in forecast predictions and agree that MetService will not be liable for any claim, liability, damage, loss or expense incurred by you or any third party as a result of any forecast or prediction being, or purportedly being, wholly or partially incorrect except to the extent that MetService failed to use a reasonable degree of care ordinarily exercised by a competent and experienced organisation normally providing forecast information.

## 6 Privacy

By placing Advertising Material on our Digital Platforms, you agree to provide us with an email address to be used for service notification and other information in connection with your business and your Advertising Material. How we collect, hold and use your personal information is covered by our privacy policy, available at <https://about.metservice.com/our-company/about-this-site/privacy-policy/>, which forms part of these terms and conditions.

## 7 General

We may vary these Terms at any time provided that the amended Terms will not affect prior agreed orders for Advertising Material between you and MetService. If you do not agree with any variation to these Terms, you can cease placing orders for additional Advertising Material with us.

## 8 Publication - Additional Criteria

8.1 As a State-Owned Enterprise, MetService reserves the right to enforce additional criteria to all Advertising Material on any of our Digital Platforms, namely:

- a **Advocacy and charity advertising**

- i No advocacy related Advertising Material is permitted on MetService Digital Platforms, unless generated by a New Zealand Government agency or statutory agency and approved by us.
- ii No election Advertising Material is permitted. The exception being advertising encouraging people to vote, which is operated by the authorised body conducting the election.
- iii Registered charities that advertise on MetService must be approved and such advertising should be conducted through an agreed process with us.

**b Alcohol**

- i From 1 July 2022, MetService will not accept alcohol Advertising Material on any of our Digital Platforms.

**c Occasional food and beverage advertising**

Occasional food and beverage advertising are permitted on our Digital Platforms, but must not explicitly target children, or encourage excessive consumption.

**d Gambling**

Advertising Material on MetService Digital Platforms must adhere to the ASA Gambling Advertising Code 2019 and the Gambling Act 2003.

**e Firearms**

MetService will not accept Advertising Material from gun or firearm retailers or industry groups.

**f Other**

Advertisers of food and therapeutic products are encouraged to undertake Advertising Material pre-vetting through the Association of New Zealand Advertisers.