

POP UP ADVERTISING– STANDARD TERMS AND CONDITIONS

1. INTRODUCTION

- 1.1. All Services to be provided by Pop Up Advertising to the Client are on the basis set out in these Terms unless otherwise agreed in writing. In the event of any conflict between these Terms and any specific term in the Contract agreed to by Pop Up Advertising and the Client, the specific term in the Contract will prevail. Pop Up Advertising has the right to vary these Terms from time to time by giving written notice to the Client.

2. DEFINITION OF TERMS

- 2.1. Defined terms: For the purposes of these Terms:
- 2.1.1. "Advertisement" means the content, design and layout of the advertisement placed on Advertising Material;
- 2.1.2. "Advertising Material" means all materials used for displaying an Advertisement and which are to be installed on a Site on behalf of a Client including skins and posters.
- 2.1.3. "Contract" means the outdoor advertising contract between Pop Up Advertising and the Client;
- 2.1.4. "MEMA" means the Major Events Management Act 2007 and all regulations and orders made under that Act from time to time;
- 2.1.5. "Rental Period" means the period set out in the Key Terms Schedule for which particular Advertising Material is to be installed on a Site;
- 2.1.6. "Services" means all services provided by Pop Up Advertising to the Client in connection with the Contract; and
- 2.1.7. "Site" means the location(s) which Pop Up Advertising makes available for Advertising Material pursuant to the Contract as specified in the Key Terms Schedule, including a billboard site, bus shelter, lightbox and bus, and may include any structures connected with such location as agreed;
- 2.1.8. Other capitalized words and phrases, plurals and singular words have the meaning given to them in the Contract.

3. PROVISION OF THE SERVICES

- 3.1. Subject to the other provisions of these Terms, Pop Up Advertising will display the Advertising Material on the Site for the Rental Period.
- 3.2. Pop Up Advertising will use reasonable efforts to ensure that physical Advertising Material is installed on the Site within the later of (a) The start of the Rental Period; and (b) in the case of physical Advertising Material, 5 working days and, in the case of digital file formats for display on digital Sites, 12 working hours after delivery or production of such Advertising Material by the Client will provide photographic evidence of such installation to the Client within 5 days after the date that such installation occurs.
- 3.3. Pop Up Advertising will not be liable for any delay or non-performance in providing any Services, if such delay or non-performance is attributable (directly or indirectly) to circumstances beyond its reasonable control (including without limitation from weather-related delays or interruptions to the electrical power supply to any Site or strikes or lockouts) and subject to these Terms the applicable Rental Fee will not be reduced for any such period.
- 3.4. If any Site is or becomes unavailable for the display of Advertising Material for any reason whatsoever (including where Pop Up Advertising's rights to display Advertising Material on the Site ends for any reason and/or where the Site or its surroundings are required for redevelopment by Pop Up Advertising or any other person), Pop Up Advertising may notify the Client in writing of an alternative Site on which the related Advertising Material will be displayed, provided that the Client may terminate the Contract in respect of all Services relating to the display of such Advertising Material for the relevant Site within 7 days of the date of Pop Up Advertising's notice (which is the Client's sole remedy).
- 3.5. Pop Up Advertising may at any time in a bus booking at its own discretion substitute any bus with similar layout as necessary to fulfil booking obligations, any reasonable costs associated with production or installation of material subject to this clause shall be borne by Pop Up Advertising
- 3.6. Pop Up Advertising may at any time apply to Advertising Material on any Site which is a Bus any identification plates (including itself) and any other items required by any lawful authority or the owner of the Site.
- 3.7. Pop Up Advertising may subcontract the provision of any Services, including the installation and removal of Advertising Material on a Site, provided that Pop Up Advertising will remain fully responsible for such subcontracted Services.
- 3.8. Following expiry of the Rental Period for particular

- 3.9. Advertising Material, Pop Up Advertising may cause, or the Client may request that, such Advertising Material be removed from the relevant Site(s).

- 3.10. On or prior to the expiry of the Rental Period for particular Advertising Material the Client will notify Pop Up Advertising in writing whether it wishes Pop Up Advertising to dispose of, store or send to a third party such Advertising Material, and Pop Up Advertising may charge a reasonable fee to the Client together with all expenses reasonably incurred for any such option(s) selected. If the Client fails to give such notice to Pop Up Advertising on or prior to the expiry of such Rental Period, Pop Up Advertising will be permitted at its option to dispose of all such Advertising Material and recover from the Client the reasonable costs in doing so. Pop Up Advertising will use reasonable efforts to remove such Advertising Material within 7 days of such request being made.

- 3.11. Where a Client terminates the contract with Pop Up Advertising prior to installation they will remain liable for all costs incurred in the production and other costs associated with the original contract. The client will also be liable for 50% of the rental cost associated with the campaign subject to clause 3.4.

4. ACCEPTANCE OF TERMS

- 4.1. A signed contract for services implies acceptance of the terms and conditions as contained in this document.

5. ADVERTISEMENTS AND ADVERTISING MATERIAL

- 5.1. The Client is fully responsible for all costs associated with:
- 5.1.1. Preparing and producing all Advertisements and Advertising Material;
- 5.1.2. subject to clause 5.2, delivering all Advertising Material to Pop Up Advertising (or any person specified by Pop Up Advertising from time to time), which will be made in the case of physical Advertising Material no later than 7 days and in the case of digital file formats for display on digital Sites, no later than 12 working hours prior to the commencement of the relevant Rental Period for such Advertising Material; and
- 5.1.3. Pop Up Advertising receiving or forwarding any Advertising Material (whether before or after the Rental Period for such Advertising Material). removal of material if requested or required at any time.
- 5.2. Where the Key Terms Schedule specifies that Pop Up Advertising will produce any Advertising Material on behalf of the Client, the Client will specify the format and details of the Advertisement relating to such Advertising Material and provide all information necessary for such production no later than 10 working days prior to the start of the Rental Period for such Advertising Material. Pop Up Advertising is not responsible and is not liable for the accuracy of the colour of Advertising Material produced by Pop Up Advertising on behalf of the Client if the Client does not supply a colour print of the required Advertising Material and notifies the applicable PMS colours.
- 5.3. Pop Up Advertising will provide a proof of the Advertising Material for the client to approve and is not liable for any errors or changes after the Client has approved the proof.
- 5.4. The Client warrants that all Advertisements will comply with all applicable statutes, by-laws, regulations, industry standards and codes of practice applicable to the Advertisements (including without limitation all standards issued from time to time by the Advertising Standards Authority or required by the MEMA) and not breach any other person's rights including intellectual property rights, privacy rights under the Privacy Act 2020 or other relevant New Zealand legislation and indemnifies Pop Up Advertising from any loss, damage or injury suffered by Pop Up Advertising as a result of any breach of the Client's obligations, undertakings or warranties under this Agreement by the Client or its employees, agents and contractors.
- 5.5. In respect of any Advertising Material containing any Advertisement which gives rise to a breach of the warranty in clause 5.3 or which Pop Up Advertising considers to be offensive (acting reasonably), Pop Up Advertising may remove such Advertising Material from a Site, refrain from producing any such Advertising Material pursuant to clause 5.2, or determine that such Advertising Material is not installed on a Site. Without limiting clause 6.4, the Client will pay all costs incurred by Pop Up Advertising as a result of such removal. Any action taken by Pop Up Advertising in accordance with this clause 5.5 does not relieve or limit the Client's obligation to pay Pop Up Advertising Rental Fees.
- 5.6. Pop Up Advertising will not be liable in any manner whatsoever for damage to or loss of any Advertising Material whether through

POP UP ADVERTISING– STANDARD TERMS AND CONDITIONS

installation, production or otherwise (and including as a result of graffiti or theft), except through the wilful default of Pop Up Advertising. As soon as practicable following Pop Up Advertising becoming aware of any such damage or loss, it will notify the Client and will (at the Client's expense) provide reasonable assistance to remedy such damage or loss.

- 5.7. In order to comply with the MEMA, Pop Up Advertising may remove any Advertising Material from a Site which is or may be located in a "clean zone" or "clean transport route" during an applicable "clean period" (as each of those terms is defined in the MEMA), without payment of compensation to the Client. The Client shall not be required to pay Rental Fees in respect of the period during which the applicable Advertising Material has been removed. The Client will pay all costs incurred by Pop Up Advertising as a result of such removal.

6. FEES, COSTS AND PAYMENT

- 6.1. The Production Fee, Rental Fee and Installation Fee per Site for the Services is as set out in the Key Terms Schedule. Unless expressly stated in writing, any stated fee for any Services is exclusive of GST, and all GST will be charged to and borne by the Client and payable at the same time as the relevant fee. Such fees will be invoiced to the Client by Pop Up Advertising on the following basis:
- 6.1.1. Production Fees in the month prior to the applicable Rental Period commencing;
 - 6.1.2. Installation Fees in the month in which the applicable Rental Period commences; and
 - 6.1.3. Rental Fees on an equal monthly basis during the applicable Rental Period.
- 6.2. Pop Up Advertising reserve the right to require a deposit of 40 percent of the monthly rental prior to installation.
- 6.3. Pop Up Advertising will, following non-payment of any fees per Section 6.1 outstanding by 20 days, charge a late payment fee of 30%.
- 6.4. Pop Up Advertising reserve the right to involve a third-party debt collection agency if fees (including any late payment fees) remain unpaid after 40 days.

7. ENDURING TERMS

- 7.1. All terms contained here endure post termination of services.

8. CONTACT

- 8.1. Contact for clarification on these terms and conditions can be made to Pop Up Advertising phone 0508767877 or info@popupadverts.co.nz.