

SING TAO DAILY ADVERTISING TERMS & CONDITIONS

1. All advertisements accepted for publication in print and/or online are subject to the approval of Sing Tao Newspapers (Canada 1988) Limited (“Sing Tao”) and Sing Tao Daily Limited (“Publisher”). Publisher reserves the right to revise, reject, discontinue or omit any advertisement, or to cancel any advertising contract, for reasons satisfactory to Publisher without notice and without penalty to either party.
2. Sing Tao and/or Publisher will not knowingly publish any advertisement, which is illegal, misleading or offensive to its readers.
3. Sing Tao and/or Publisher reserves the right to insert the word “advertisement” on any advertisement copy. Advertiser (the term of which includes advertising agency or agent acting on behalf of the advertiser) will prepare and deliver the ready-to-publish digital file(s) of the advertisement to Sing Tao and/or Publisher before closing deadline. The digital file(s) containing the advertisement materials must conform to the quality and specifications advised by Sing Tao and/or Publisher. Advertiser agrees to pay the costs incurred by Sing Tao and/or Publisher in processing advertisement material, which does not meet the required specifications.
4. Any requests by Advertiser to change the content of an advertisement must be received in writing by Sing Tao at least four (4) working days prior to scheduled publication date of the advertisement.
5. Any requests by Advertiser to cancel an on-going advertisement must be received in writing by Sing Tao at least six (6) working days in advance, subject to any rate adjustment where applicable. Cancellation of special package will require the completion of the minimum of one unit of such package.
6. Booking for special position insertion is subject to size and colour pre-emption up to 7 working days prior to publication date by another advertisement. However, the original Advertiser has the first right of refusal to upgrade to the next level of insertion to avoid pre-emption.
7. If an Advertiser fails to submit material before closing deadline, Sing Tao and/or Publisher reserves the right to repeat a previous advertisement of similar size or to run a house advertisement and Advertiser will be responsible for full payment.
8. For online advertisement placement, Advertiser is responsible for maintaining the link and for the content of the linked site if an advertisement linked to another site is provided for publication. Sing Tao and/or Publisher may remove any advertisement, which contains content or links to a site which, in Sing Tao and/or Publisher’s opinion, is defamatory or objectionable. Advertiser will indemnify Sing Tao and/or Publisher from and against any claims or liability arising from links contained in an advertisement.
9. Sing Tao and/or Publisher shall be entitled to receive/retain the full amount owing for any advertisement placed, even if the advertisement is withdrawn prior to its last scheduled publication date or is removed due to the terms stated in #8.
10. If the publication of Sing Tao and/or Publisher is restricted or curtailed in any way, rates quoted here or in any contract and the size or location of any advertisement shall be subject to modification without any notice by Sing Tao and/or Publisher.

11. Any long-term special package is subject to rate adjustment from time to time without prior notice by Sing Tao and/or Publisher.
12. If an error is made by Sing Tao and/or Publisher which in its judgment materially affects the value of an advertisement, a corrected advertisement (make good) will be inserted once, provided Sing Tao and/or Publisher has received a written request from Advertiser within three (3) days of the first publication date of the advertisement that contains such error. Make good insertion will not be granted on minor errors of an immaterial nature.
13. Sing Tao and/or Publisher are not responsible for periodic downtime and other circumstances beyond its control, which are a normal part of the Internet business. Sing Tao and/or Publisher will not be responsible for any failure or delay in performance hereunder that is directly or indirectly related to acts of God, act of terrorism, utility outages, technical failure, strike, lockout or any other situation which is beyond its control.
14. The liability of Sing Tao and/or Publisher for damage arising out of any error in advertisement due to the negligence of Sing Tao's and/or Publisher's employees is limited to the amount paid for the space of the advertisement in which the error occurred. The liability of Sing Tao and/or Publisher for non-insertion of any advertisement is limited to the refund of the amount received or the printing of a make good advertisement by Sing Tao for such advertisement. The liability of Sing Tao and/or Publisher, or its third party subcontractors who may host and serve advertisements from time to time is limited to the cost of re-running the relevant advertisement should an error occur when displaying the advertisement. Neither Sing Tao and/or Publisher nor its subcontractors shall be liable for failure to display the advertisement caused by circumstances outside their control.
15. Neither Sing Tao nor Publisher accepts any responsibility for the loss of profit or consequential damages arising from the exercise of its or their rights pursuant to these terms and conditions, non-insertion of any advertisement, or any error made in any advertisement whether such error is due to the negligence of Sing Tao's and/or Publisher's employees or otherwise.
16. All materials produced by Sing Tao and/or Publisher will remain the property of Sing Tao and/or Publisher (including ownership of the copyright therein). Advertiser hereby releases Sing Tao and/or Publisher from all liability related to the damage or loss of any advertising materials provided by the Advertiser, whether such damage or loss is due to the negligence of Sing Tao's and/or Publisher's employees or otherwise.
17. Advertiser shall indemnify and hold harmless Sing Tao and Publisher against all claims, demands and costs incurred by Sing Tao and/or Publisher, including legal expenses, arising out of the publication of any advertisement(s) on behalf of Advertiser.
18. Advertiser authorizes Sing Tao to obtain and disclose any and all information about Advertiser, including credit information, from or to any credit reporting agency, credit bureau, any other person or entity.
19. By signing an advertising contract, Advertiser is bound to accept all the terms and conditions set out above by Sing Tao and/or Publisher. Duly signed facsimile copy and/or scanned email copy of the contract is binding on the Advertiser and Sing Tao/Publisher.