

Digital Advertising Campaign Terms and Conditions

About

These terms set out how NZME will work with you to provide digital advertising campaigns. These terms apply every time you ask NZME to carry out a digital advertising campaign for you, even if neither of us expressly refers to these terms.

Other terms

In addition to these terms, the NZME advertising terms at <https://www.nzme.co.nz/media/e3ih4hwm/nzme-advertising-terms-oct-2022.pdf> and privacy policy at <https://www.nzme.co.nz/about-us/privacy-policy/> also apply to your digital advertising campaigns and how we work together. These are also available on NZME's website.

Channel terms

Finally, the terms and privacy policies of the third party channel will apply to any digital advertising campaigns on that channel. For example, if you run a Google Ads campaign, Google's Ads terms and conditions and privacy policy will apply to that Google Ads campaign. NZME may add other third-party channels at any time.

Conflicts

If any of the terms and conditions say different things, the following order of priority will apply:

1. The third-party channel terms
2. These digital campaign terms
3. The NZME advertising terms

New customers

If you are new to NZME digital advertising campaigns, please contact your NZME account manager. NZME will need to get some information from you to set you up as a NZME digital advertising campaigns customer, including:

- your business name and address
- access to your Google Analytics account, if you have one
- access to your existing third party channel account (e.g. Google or Facebook), if you have one
- a credit application form

New digital advertising campaign

If you are already a NZME digital advertising campaigns customer, you can instruct NZME to start a new digital advertising campaign just by contacting your NZME account manager. Your account manager will discuss with you some options and prepare a written plan for the digital advertising campaign. This plan will include the details of the digital advertising campaign, including:

- the third-party channels to be used for your campaign (for example, Google and Facebook)
- the areas, categories or keywords for your campaign
- your campaign's planned start and end times
- the content for your campaign (depending on the particular campaign, this might be text, video, images, sounds, or some combination of those)
- the total cost for the campaign

NZME won't start your digital advertising campaign until we have provided you a written plan for the digital advertising campaign and you have given NZME a written instruction to go ahead with that plan (email is fine).

When you instruct us to go ahead with the digital advertising plan, that plan becomes part of the agreement between you and NZME and we will each be bound by it.

What NZME will do

NZME will:

- provide you our expertise in putting together your digital advertising campaign
- prepare the content for your digital advertising campaign (depending on the agreed digital advertising campaign plan, this might be reformatting your existing content, or preparing new content)
- place the ads for your digital advertising campaign
- monitor the advertising metrics to check that the digital advertising campaign is going according to plan. NZME will also make any tweaks in the third-party channels' systems that might be necessary to optimise the campaign
- provide you with a link to a live dashboard that shows you how your digital advertising campaign(s) are performing

What NZME won't do

NZME won't:

- monitor or moderate customer feedback or social media posts in response to the digital advertising campaign
- make any changes to your website

You need to do these things yourself.

NZME will try and maximise the impact of your digital advertising campaign in accordance with the digital advertising plan. However, NZME does not guarantee the number of clicks, views or impressions for any digital advertising campaign.

What you have to do

You have to keep your details up-to-date, and let us know straight away if anything changes about you or your business. This includes things like:

- a change in your business' name or address
- a change in your business' internet presence (for example, a change of website, Twitter handle or Facebook page)
- any significant changes to your website (for example, a change in URL or major structural changes)
- the people in your business that can instruct us to start or change a digital advertising campaign
- any change in your business' status (for example, a partnership becoming a company, or a company being placed in liquidation)

You must immediately notify NZME if you receive a complaint relating to your digital advertising campaign. Depending on the nature of the complaint, NZME may require you to let us respond on your behalf.

Content

Your digital advertising campaign will include some kind of content. Depending on your campaign, this might be text, video, images, sounds, or some combination of those. This will be set out in the plan for your digital advertising campaign. The NZME advertising terms and conditions set out the legal terms about content (have a look at clauses 2 and 5). The following paragraphs set out a summary, but please refer to the NZME advertising terms and conditions for the legal agreement between you and NZME.

When you provide content

If you provide us any content, **you must have the rights to use it**. Copyright ownership rules can be complicated and it is important to make sure that you actually can use the content in the way you intend before you give it to us. If you give NZME content that you are not allowed to use, NZME might be responsible to the copyright owner. If this happens, you will have to reimburse NZME for all the expenses incurred in fixing the situation – this might include things like damages for breach of copyright, legal fees, and staff time. This can be very expensive so **please make sure that you are allowed use the content for advertising before you give it to us**. If you are unsure about this, you might be better off asking NZME to prepare the content for you. You can speak to your NZME account manager about this, but please note that NZME cannot give you legal advice.

If you provide the content for your digital advertising campaign, you will retain the ownership of it. You give us permission to use and modify the content for your digital advertising campaign, and to keep a copy for our internal records, but NZME won't use it for anything else or give anyone else copies to use for their business.

When we provide content

If NZME provides the content, NZME will be responsible for checking that we and you are allowed to use it for your digital advertising campaign. If you get any queries about your digital advertising campaign from other people claiming to be the copyright owner, please contact your NZME account manager. NZME will be responsible for dealing with all situations like this (but only where NZME provides the content). If something unforeseen does happen, NZME might need to amend your digital advertising campaign to address any issues, but we will be responsible for that. In a worst-case situation, NZME may need to cancel your digital advertising campaign and provide you a refund.

When NZME provides the content for your digital advertising campaign, NZME will retain the ownership of it. NZME will give you permission to the content for your digital advertising campaign, but only for the duration of that digital advertising campaign. You can't use it for other advertising, unless NZME gives you written permission.

Content rules

NZME has rules about what content you can use for digital advertising campaigns; the third-party channels have their own rules too. As you would expect, you cannot use any content that is or might be:

- obscene, offensive, defamatory, illegal or otherwise unsuitable
- in breach of anyone's copyright, trade mark or other intellectual property
- misleading or deceptive
- otherwise get you or NZME in trouble

NZME may reject any content or request for digital advertising campaign services in our sole discretion.

What happens if I want to make changes to the digital advertising campaign after it starts?

If you need to change a digital advertising campaign, contact your account manager as soon as possible. Changes include things like:

- changing your contact details
- changing your campaign's content
- adding or removing the areas, categories or keywords for your campaign

NZME will do its best to help you with change requests, but please all changes are subject to the NZME advertising terms and conditions (have a look at clause 6.2 in particular) and the terms and conditions of the particular third-party channel that is running your digital advertising campaign (for example, Google or Facebook).

Depending on where you are in your digital advertising campaign cycle, some changes can take two to six weeks to fully action.

You might have to pay additional fees or charges for some changes. For example, if NZME has already pre-booked your advertising with a third-party channel, NZME might not be able to get that refunded and you will have to pay the fees for that. NZME will let you know if cancellation fees are payable and seek your approval before we make any changes to your digital advertising campaign.

Once you have instructed us to go ahead with your digital advertising plan, you cannot decrease your monthly fee. You can cancel your digital advertising campaign entirely by giving us at least 30 days' notice (we may accept a shorter notice period at our discretion).

Fees and charges

Your digital advertising campaign plan will set out the fees and charges payable. In general, your digital advertising campaign plan will include a set monthly management fee and the remainder is for media spend (the fees payable to third-party channel providers (e.g. Google or Facebook) for the digital advertising campaign). The management fee covers management of all aspects of your digital advertising campaign, including:

- NZME setting up your digital advertising campaign
- NZME generating content for your digital advertising campaign
- NZME monitoring and tweaking your digital advertising campaign for best results
- all reporting and data about your digital advertising campaign
- NZME regularly updating your digital advertising campaign, including new software updates

You agree to pay the monthly fee each month in arrears for the term set out in your digital advertising campaign plan. NZME will begin billing you for your digital advertising campaign approximately the month after the start date in the digital advertising campaign plan. For example, if your digital advertising campaign starts in August, you will receive your first invoice in September. You must pay the monthly fee in full each month, otherwise NZME may suspend your digital advertising campaign and may terminate these terms.

If you want to increase the impact of your digital advertising campaign by purchasing extra advertising, please contact your NZME account manager. As discussed above in the changes section, NZME will do our best to make your requested changes as soon as possible, however sometimes there may not be an immediate change in campaign performance, as the algorithms take time to adjust and learn. You cannot decrease your monthly fee during the term set out in your digital advertising campaign plan.

All amounts in these terms and your digital advertising campaign plan exclude GST. GST will be included in your monthly charges.

Term and Termination

These terms apply for the duration set out in your digital advertising campaign. If you have more than one campaign, these terms apply until all digital advertising campaigns have finished. If you start another campaign, then these terms will apply again.

While you have a digital advertising campaign underway, neither you nor NZME can cancel or terminate these terms unless:

- one of us commits a material breach of these terms (for example, not paying a bill when due), or the NZME advertising terms or the third-party channel terms and conditions (for example, breaching the content rules)
- one of us becomes insolvent (for example, one of us goes bankrupt or is placed in to liquidation)
- a "force majeure event" or "act of god" (for example, an earthquake) makes it impossible for one or both of us to carry out our obligations for more than 30 days
- a third-party channel (for example, Google or Facebook) ceases its third party advertising services
- NZME discontinues entirely its digital advertising campaign services (we will give you at least 30 days' notice of this)

If NZME terminates these terms in full or in part due to your breach then NZME will not provide you with a refund of any fees that you have paid to us in advance and you must pay any outstanding amounts up to the end of that calendar month due under these terms and your digital advertising campaign plans.

More help

Please direct all queries for help or support to your NZME account manager, not the third-party channel provider (for example, Google or Facebook). You can also contact digitalservices@nzme.co.nz (expect a response to email queries within 3 business days).

Other things

NZME may update these terms from time-to-time. The version on the website will always be the latest version. Except in special circumstances (for example, if required by law).

This Customer Agreement (with the exception of the Google terms and conditions), is governed by New Zealand Law and the parties submit to the exclusive jurisdiction of the New Zealand Courts.

Google, Google Ads are registered trade marks of Google Inc. in New Zealand. Google Ads Premier SME Partner is a trade mark of Google Inc.

SPECIAL TERMS FOR THIRD-PARTY CHANNELS

Google

NZME is proud to be a Google premier partner. You can read more about what this means at <https://www.google.com/intl/en-nz/partners/about/> and <https://support.google.com/business/answer/7163406?hl=en>.

Google Ads terms and conditions apply to all advertising via Google and Google websites and services (this includes Youtube). Google's terms and conditions apply to any digital advertising campaign involving Google channels. These are available at <https://payments.google.com/payments/paymentsinfinder> (select Google Ads, New Zealand and New Zealand Dollars to see the relevant New Zealand terms).

Google Ads accounts

Google Ads normally requires you to have a Google Ads account. As a Google Ads Premier SME Partner, NZME will provide you with a fully managed search engine marketing service via the NZME advertising service, including account activation and management of your Ads.

You are usually only allowed one Google Ads account at a time (Google will ask us about this). If you already have a Google Ads account, please let your NZME account manager know and NZME will make the necessary arrangements for NZME to run your digital advertising campaign on Google Ads.

Google Ads charges

The fees and charges you pay for your Google Ads will be set out in your digital advertising campaign plan. This is usually a monthly fee which will cover all aspects of your digital advertising campaign, including the amounts payable to NZME and to Google.

Part of the NZME digital advertising campaign service includes monitoring and tweaking your digital advertising campaign for best results. For Google Ads, this includes ensuring that all your advertising money is spent appropriately during each month. Occasionally, you may have a small credit roll over from one month to the next. NZME will work hard to make sure the balance is fully used during your digital advertising campaign; if despite this there is still a credit at the end of your digital advertising campaign, NZME will refund this to you.

The fees for your digital advertising campaign include a management fee of 30%. This fee covers setting up the campaign, monitoring and ongoing maintenance/changes to the campaign and your access to regular reporting. This is more fully set out in the fees and charges section of these terms.

Data and reporting on Google Ads campaigns

Data and reporting for your Google Ads digital advertising campaign is via Google's Ads Dashboard. NZME will provide you access to this and show you how it works at the start of your digital advertising campaign. This is a service provided by Google and NZME don't have control over how it works. Currently, the Dashboard includes information about:

- the number of times your ad has been shown in Google search results (also called the number of "impressions")
- the number of times your ad has been clicked by potential customers (also called "clicks")
- the amount of money NZME has paid to Google for your digital advertising campaign ("Ads Inventory")

Facebook

NZME can complement your NZME activity (e.g. radio/print) by using Facebook digital advertising for additional impact. Facebook's policies apply to all advertising via Facebook and Facebook websites and services (this includes Instagram). These include:

- [Facebook's Platform Policies](#)
- [Facebook's Promotion Policies](#)

- [Facebook's Data Use Policy](#)
- [Facebook's Statement of Rights and Responsibilities](#)
- [Facebook's Advertising Guidelines](#)