



PRIVACY AND PUBLICATION POLICY

Publication of Advertisements

- 1.a by the signature on the nomination and or the advertisement forms hereof the advertiser/nominee hereby instruct Travel & Learn (Pvt) Ltd to publish the advertisements required by it in the magazine and internet Travel & Learn publication as specified and set out overhead. The advertiser/nominee hereby acknowledges and accepts that Travel & Learn may in its sole and absolute discretion refuse to publish certain entries, advertisements or certain information requested to be inserted which in any way conflicts with the editing rules in place or any amendments thereto or any reason whatsoever details of which do not have to be furnished to the Advertiser/nominee.
- 1.b The Advertiser/nominee acknowledges and agrees that Travel & Learn may request the Advertiser/nominee to furnish documentary proof within a period as determined by Travel & Learn whether Registrar of companies and the Registrar of Trade Mark or otherwise to prove to it that the Advertiser/nominee is entitled to trade under a particular trademark. The Advertiser/nominee hereby acknowledges that unless advised by Travel & Learn Travel & Learn has agreed to the publication of the insertion as requested by the advertiser/nominee notwithstanding the afore going the advertiser/nominee hereby that it has the right to use any brand name ; logos; trademark and general style and set up of any advertisements that it places in the magazine or the internet Travel & Learn publication and indemnifies Travel & Learn against any loss damages that Travel & Learn may suffer as a result of, without being limited to generality of the afore going any infringement proceeding brought against Travel & Learn as a result of the placement of advertisement aforesaid.
- 1.c In event that the Advertiser/nominee requires publication of an advertisement in any Travel & Learn publication then the Advertiser/nominee instructs Travel & Learn to publish in accordance with the instruction, hereto in the event that the copy instruction is incomplete or in rough format only the advertiser/nominee authorises Travel & Learn to use its sole discretion in regard to the format style and layout in respect the advertisement to be published and the advertiser/nominee shall on no account be entitled to withhold in consequence of any such advertisement not meet his approval. Although it is the policy of Travel & Learn to send proof to the advertiser/nominee there shall be no obligation upon Travel & Learn to do so unless the advertiser/nominee has specially requested same on the reverse side hereof as required in term of the clause hereof.
- 1.d Unless specifically requested by the advertiser/nominee on the reverse side hereof it shall not be necessary for Travel & Learn to send proof of the advertisements for the advertiser/nominee before the publication in the magazine or internet Travel & Learn publication as the case may be.
- 1.e Signed proofs must be sent to Travel & Learn before close date of specific issue of the magazine. Proof must be emailed or sent to the Addresses below
- 1.f Advertisements are published in accordance with Travel & Learn standards.

Payments

- 2.a The cost of artwork or production material shall be for the account of the Advertiser/nominee and added to the contract price specified overleaf.
- 2.b Should the Advertiser/nominee cancel this agreement for whatever reason the Advertiser/nominee will be liable for 60% cancellation fee.

Credit Checks and Deposits

- 3.a the advertiser/nominee by its signature on reverse side hereof specifically and expressly agrees that Travel & Learn may:
 - 3.a.1 carry credit enquiry in respect of the Advertiser/nominee and use any credit bureau or the like to obtain information relating to the Advertiser/nominee credit records
- 3.b The Advertiser/nominee hereby expressly consents to Travel & Learn recording the existence of the Advertiser/nominee's account with credit bureau
- 3.c Travel & Learn will require an initial deposit upon signing the contract
- 3.c if such a deposit is not received Travel & Learn reserves the right not to place the advertisement.

Limitation of liability

- 4.1 Whilst Travel & Learn will use its best endeavours to ensure that entries and advertisements are printed correctly the Advertiser/nominee shall have no claim of any nature against Travel & Learn any loss or damage including but without being limited to consequential damages which the Advertiser/nominee may suffer as a result of, without limiting the generality of the afore going. Any error in or omission from the advertisement in any entry or publication or variation in colours and or text sizing from the approved proof in either of the magazines and or the internet Travel & Learn publications or as a result of the incorrect publication or the omission of any unit of advertising from the magazines or internet Travel & Learn publications.
- 4.2 Where the advertiser/nominee has placed an advertisement in the internet Travel & Learn publication and the advertiser/nominee hereby acknowledges that in no event will Travel & Learn be liable for any loss or damage the Advertiser/nominee may suffer as a result of any downtime or any computer system on which the internet Travel & Learn publication relies or to which it is connected, for any reason whatsoever including expressly without being limited to any act of Force Majeure.
- 4.3 In no event will the liability of Travel & Learn for breach of contract or negligence exceed the amount paid by the advertiser/nominee under the contract. Travel & Learn will not be liable for incurred damages of any description, including loss of profits or other business damages whether resulting from breach of contract or from negligence or for any other reason whatsoever the advertiser/nominee hereby acknowledge and agrees that it expressly agrees to this clause.
- 4.4 The Advertiser/nominee understands and agrees that:
 - 4.4.1 In for any reason whatsoever Travel & Learn in their absolute discretion is unable to arrange for the placement of the advertisement in the spaces of the choice of the advertisement shall be competent for such entries to be inserted in the best available positions in the magazines and internet Travel & Learn publications concerned and the advertiser/nominee shall have no claim in this event for cancellation or refund of the agreed contract price.
 - 4.4.2 In for any reason whatsoever any of the entries as ordered by the advertiser/nominee is not published this will not justify the cancellation but will entitle the advertiser/nominee to appear in the next publication.
 - 4.4.3 It is the advertiser/nominee's responsibility to ensure his details and address are correct and to inform Travel & Learn of any changes. Travel & Learn does not accept responsibility for details or addresses changes not sent on time.
 - 4.4.4 Travel & Learn assumes no responsibility or liability for errors or omissions. However, such mistakes will be corrected in subsequent issues if Travel & Learn is advised.