

TY.ie Advertising Terms and Conditions

Definitions and Acceptance of the Terms and Conditions

1. TY.ie accepts publication of advertisements on the terms and conditions set out below ("Terms").
2. These Terms apply to:
 - (i) online display advertisements on www.ty.ie (the 'Website')
 - (ii) online advertising content published on the Website including articles
 - (iii) online social media advertising on the Website's social media channels
 - (iv) online advertising content published in the Website's newsletter
3. By placing an order, the Advertiser (which is the person placing the order for the Advertisement whether they are the advertiser of the product or service referred to in the Advertisement or the advertising agency or media buyer for such advertiser) accepts and agrees to be bound by these Terms in full.

Content and Delivery of Advertisements

4. Materials for a display advertising campaign must be provided in accordance with the technical ad specifications provided at <https://ty.ie/advertising/display>.
5. All required material or copy must be received and/or approved and signed off before midday on the day before an Advertisement is due to be published.
6. TY.ie may without any responsibility to the Advertiser, reject, cancel or require any Advertisement to be amended that it considers unsuitable or contrary to these Terms and remove, not publish, or suspend or change the position of any such Advertisement.
7. The publication of an Advertisement by TY.ie does not mean that TY.ie accepts the Advertisement has been provided in accordance with these Terms or that TY.ie has waived its rights under these Terms.
8. The Advertiser guarantees to TY.ie that:
 - (i) any information supplied in connection with the Advertisement is accurate, complete, true and not misleading;
 - (ii) it has obtained the consent of any living person whose name or image (in whole or in part) is contained in any Advertisement;
 - (iii) the Advertisements are legal, decent, honest and truthful, are not contrary to the provisions of any applicable law, regulation or code of practice and all other codes under the general supervision of the Advertising Standards Authority, are not libellous or obscene and do not infringe the rights of any person (including any person's intellectual property rights);
 - (iv) the Advertisement will not be prejudicial to the image or reputation of TY.ie or the Website, and will not contain anything which TY.ie in good faith considers to be offensive or otherwise inappropriate;
 - (v) all Advertisements submitted for publication online will be free of any viruses, adware, malware, bit torrents, and no Advertisement will cause an adverse effect on the operation of the Website.
9. Where the Advertiser is an advertising agency or media buyer, the Advertiser guarantees that it is authorised by the advertiser of a product or service to place the Advertisement with TY.ie and the Advertiser will compensate TY.ie for any claim made by such advertiser against TY.ie.

Display Advertising

10. The Advertiser acknowledges and agrees that discrepancies of up to 10% regarding the number of impressions served are common due to a variety of technical reasons. In the event of any disagreement regarding the number of impressions served, the Advertiser agrees that the figures provided by TY.ie's applicable third-party provider will be final and binding.

11. TY.ie cannot guarantee the number of impressions. In the event the number of impressions served during the campaign period is more than 10% less than the number of impressions booked by the Advertiser, TY.ie shall, as the Advertiser's sole remedy and provided the Advertiser has notified TY.ie of such under-delivery, continue to serve the Advertisements after the end of the campaign period until the number of booked impressions is reached. TY.ie will not be liable for any over-delivery of impressions (including without limitation in relation to any ad-serving costs) where such over-delivery is 10% or less. Where any such over-delivery exceeds 10%, TY.ie will not be liable unless such over-delivery arises due to TY.ie's act or omissions.

12. The Advertiser guarantees to TY.ie that any landing page and/or destination site linked to from the Advertisements ("Advertiser's Site") will (i) be legal, decent, honest and truthful, (ii) not be contrary to the provisions of any applicable law, regulation or code of practice, (iii) not be libellous or obscene, (iv) not infringe the rights of any person (including any person's intellectual property rights); (v) not be prejudicial to the image or reputation of TY.ie or the Website; (vi) be free from viruses, adware, malware, and/or bit torrents, (vii) not cause an adverse effect on the operation of the Website, and (viii) have a conspicuous privacy policy which complies with all applicable data protection and privacy laws, regulations and codes of practice.

13. To the extent TY.ie sets cookies or uses any other data collecting technology (such as tags, javascript, or other code, including the tags of third party service providers) for the purpose of tracking impressions and related data ("Advertiser Data"), TY.ie shall notify the Advertiser.

14. TY.ie will only use any Advertiser Data solely in relation to the Advertiser's particular advertising campaign. All such Advertiser Data collected by TY.ie will be treated as the confidential information of the Advertiser and will not be disclosed by TY.ie to any third party (other than TY.ie's service providers for the purpose of TY.ie complying with its obligations under these Terms) without the consent of the Advertiser. In no event will any Advertiser Data be combined with information collected from other sources, except where the Advertiser has agreed otherwise.

Liability of TY.ie

15. TY.ie will not be responsible for any additions to, changes in, deletions from, delays in publication or withdrawal of any Advertisements required by any authority having responsibility for the regulation of online or press advertising (including the Advertising Standards Authority).

16. If a booked Advertisement is not published at all solely due to a mistake on TY.ie's part, TY.ie will try to offer an alternative publication date(s). If the alternative date(s) is not accepted, the original booking will be cancelled with no penalties incurred. This shall be the Advertiser's sole remedy for failure to publish the advertisement.

17. If the Advertisement as reproduced by TY.ie contains a substantial error solely due to a mistake on TY.ie's part, TY.ie shall, on request, re-publish the Advertisement at no additional cost to the Advertiser. TY.ie shall not be responsible for repetition of errors and it

is the Advertiser's responsibility to inform TY.ie of any errors and provide any necessary assistance to TY.ie to prevent a repeat of the error.

18. TY.ie does not guarantee continuous, uninterrupted access by users of the Website but will use reasonable efforts to provide this

Rights

19. TY.ie owns the copyright in all Advertisements written or designed by it or on its behalf.

20. The Advertiser grants TY.ie the right (free of charge) to:

(i) use such of the Advertiser's names, trademarks and/or logos as TY.ie may consider necessary for the purposes of publishing the Advertisements;

(ii) reproduce the Advertisement in any media at any time from the date the Advertisement was last published on the website for promotional purposes. For the avoidance of doubt, the content, layout and format of any advertisement will be subject to variation at TY.ie's sole discretion.

Terms of payment

21. New Advertisers will be required to pay for their first Campaign prior to the Campaign starting and will be issued an invoice to that effect.

22. Existing customers will be invoiced as appropriate to their Campaign. The Advertiser must pay the invoiced amounts to TY.ie within thirty (30) days from the date of the invoice.

Cancellation policy

23. The cancellation period for an Advertisement varies according to campaign type. The Advertiser may cancel a display advertising campaign with no penalty provided that notice is received by TY.ie no later than 24 hours prior to the start date of the campaign. In respect of advertisements produced by TY.ie and signed off by the Advertiser, the minimum notice period for cancellation by the Advertiser is 7 days prior to booked campaign date with 50% of total fee due, to cover production costs incurred by TY.ie. In instances where the Advertiser cancels a booked and signed off article advertisement less than 7 days prior to publication, 75% of total fee will be due. Please send notice of your intention to cancel to the person who made your booking. Cancellation will only be effective on confirmation of receipt of your notice.

General

24. A person who is not a party to these Terms has no rights to rely upon or enforce any of these Terms.

25. If TY.ie fails or delays in exercising its rights or remedies provided by these Terms, it shall not be deemed to have waived that or any other right or remedy under these Terms.

26. Nothing in these Terms shall be deemed to constitute a relationship of principal and agent, a partnership, joint-venture, or co-ownership. Neither party shall have the authority to act for, bind or otherwise create or assume any obligation on behalf of the other, and neither party shall hold itself out as having authority to do the same.

27. These Terms and the documents referred to herein replace all previous agreements between the Advertiser and TY.ie, and are the entire agreement between the Advertiser and TY.ie in respect of the Advertisements. To the maximum extent permitted by law, other than as set out in these Terms, all warranties and representations, whether express or implied, are excluded.

28. These Terms (and any non-contractual obligations arising in connection with them) shall be governed by Irish law and the Irish courts will have exclusive jurisdiction in relation to these Terms (and any non-contractual obligations arising in connection with them).