

**WONDERFUL WEDDINGS MAGAZINE: PLANNING ISSUE AUGUST 2023**  
**ADVERTISING AGREEMENT**  
**AD COPY AND CONTRACT TERMS AND CONDITIONS**

Upon signing this advertising agreement for the Wonderful Wedding Show's *Wonderful Weddings Magazine*, the Advertiser agrees to the following:

**A. Showtime Productions Inc. / *Wonderful Weddings Magazine* (herein called Publisher) has the right to reject, cancel or terminate orders**

Publisher reserves the right at its discretion, and at any time, to cancel any advertising order or reject any advertising copy, whether or not the same has already been acknowledged and/or previously published. In the event of such cancellation or rejection by Publisher's advertising already run shall be paid for at the rate that would apply if the entire order were published and no short rate will apply. Publisher, at its absolute discretion, may terminate its relationship with Advertiser for the breach of any of the terms hereof, including without limitation a breach based on the failure on the part of either Advertiser or Agency to pay each bill by its due date. Should Publisher terminate its relationship with Advertiser, all charges incurred together with short-rate charges shall be immediately due and payable.

**B. Restrictions on Advertiser's Cancellation of Advertising Orders**

Orders for cover positions including the inside front, inside back or outside back are non-cancelable. Options on cover positions must be exercised by July 21, 2023. If an order is not received by such date, the cover option automatically lapses. Orders for all inside advertising are non-cancelable after July 21, 2023. If, however, Publisher agrees to cancel an existing order, Advertiser will be responsible for the cost of any work performed or materials purchased on behalf of Advertiser, including the cost of services, including design, photography, paper and/or printing.

**C. Advertising Positioning at Publisher's Discretion**

Orders for advertising containing restrictions or specifying positions, facings, editorial adjacencies or other requirements may be accepted and published but such restrictions or specifications are at Publisher's sole discretion.

**D. Labeling of Advertisements**

Advertisements that simulate editorial content will be clearly identified and labeled "ADVERTISEMENT" at the bottom of the advertisement, and Publisher may, in its discretion, so label such copy.

**E. Advertising Copy & Material Deadlines**

Advertisers agree to submit all copy materials and logos to Publisher no later than July 31, 2023. Failure to do so may result in, at Publisher's discretion, refusal to run copy in said issue. If failure to submit copy by material deadline, the Advertiser agrees to submit payment for the total cost of the advertising space as ordered. Advertisers are required to ensure ad copy meets the proper specifications as per order. Publisher will make every attempt to notify an advertiser of an error, however Publisher will not be held responsible for an advertisement that does not meet the Ad Specification guidelines as outlined for such publication.

**F. Errors in or Omissions of Advertisements**

In the event of Publisher errors in or omissions of any advertisement(s), Publisher's liability shall be limited to a credit of the amount paid attributable to the space of the error (in no event shall such credit exceed the total amount paid to Publisher for the advertisement), and Publisher shall have no liability unless the error/omission is brought to Publisher's attention no later than 60 days after the advertisement is first published. However, if a copy of the advertisement was provided or reviewed by Advertiser, Publisher shall have no liability. In no event will Publisher have any liability for errors or omissions caused by force majeure or errors in key numbers, nor will Publisher have any liability for any consequential, indirect, incidental, punitive, special or exemplary damages whatsoever, including without limitation, damages for loss of profits, business interruption, loss of information and the like.

**G. Indemnification**

Advertiser represents that any advertising or other material (including product samples) submitted by Advertiser complies with all applicable laws and regulations and does not violate the personal or proprietary rights of, and is not harmful to, any person, corporation or other entity. (Advertiser understands that *Wonderful Weddings Magazine* is distributed primarily in Winnipeg, MB, and in digital format on the Wonderful Wedding Show website.) Advertiser agrees to have permission from any person and/or photographer to use all photos, images or content submitted by the advertiser for editorial content or ad artwork. As part of the consideration to induce Publisher to publish such advertisement, Advertiser agrees to defend, indemnify and hold harmless Publisher and its employees and representatives, against any and all liability, loss, damage, and expense of any nature, including attorneys' fees, arising out of any actual or potential claims for libel, invasion of privacy, copyright, patent, or trademark infringement, and/or any other actual or potential claims or suits that may arise out of (a) the copying, printing, publishing, distribution or transmission of such advertisement; If Publisher participated in the creation of an advertisement, Publisher will indemnify Advertiser in connection with potential claims only to the extent it has agreed to do so in writing.

**H. No Assignment of Advertising**

Advertiser may not use any advertising space either directly or indirectly for any business, organization, enterprise, product, or service other than that for which the advertising space is provided by Publisher, nor may Advertiser authorize any others to use any advertising space.

**I. Advertising Rates**

Rates contained in advertising orders that vary from the rates listed herein shall not be binding on Publisher and the advertisements ordered may be inserted and charged for at the actual schedule of rates. Rates and units of space are effective with the August 2023 issue. Announcement of any changes in rates will be made thirty (30) days in advance of the closing date for the first issue affected by such new rates. Advertising in issues thereafter will be at the rates then prevailing.

**J. Terms of Sale**

Payment is due upon receipt of order / invoice. We accept VISA, MasterCard and Amex. All cheques must be made payable to Showtime Productions Inc.

**K. Choice of Law and Forum**

All issues relating to advertising will be governed by the laws of the Province of Manitoba applicable to contracts to be performed entirely therein. Any action brought by Advertiser against Publisher, relating to advertising must be brought in the provincial courts in Winnipeg, Manitoba. The parties hereby consent to the jurisdiction of the provincial courts in Winnipeg, Manitoba in connection with actions relating to advertising.

**L. Entire Agreement**

The foregoing terms and conditions shall govern the relationship between Publisher and Advertiser. Publisher has not made any representations to Advertiser that are not contained herein. Unless expressly agreed to in writing and signed by an officer or senior executive of Publisher, no other terms or conditions in contracts, orders, copy, or otherwise will be binding on Publisher. Failure by Publisher to enforce any of these provisions shall not be considered a waiver of such provision.