

ADVERTISING POLICY – NEWSLETTER

Council has approved the bi-monthly publication of the Swakopmunder Lightbeams (the official municipal newsletter) which was previously published on a quarterly basis. The bi-monthly publication of the Swakopmunder Lightbeams will enhance Council's public image and provide the public with more current and up to date information. The broader public now has the opportunity to advertise in the Swakopmunder Lightbeams at a nominal fee. Fees are subject to revision by Council after a trial period of six (6) months if they are found to be too exorbitant and unaffordable to the public. **The following guidelines will apply to advertisements:**

- (i) Council has sole discretion for determining the types of Advertisement and Promotion that will be accepted and displayed on the Swakopmund Municipal Council Website and Newsletter, and under no circumstances shall Council's acceptance of any Advertisement be considered an endorsement of the product(s) and/or service(s) advertised or for the company that manufactures, distributes, or promotes such product(s) or service(s).*
- (ii) Council will not accept Advertisements that, which in Council's opinion, is not factually accurate and in good taste. Council will not permit at any time the placement of any Advertisement for illegal or objectionable products. Advertisement must not contain fraudulent, deceptive, or offensive material, including material that misrepresents, ridicules, or attacks an individual or group on the basis of age, color, national origin, race, religion, sex, sexual orientation, or handicap.*
- (iii) Advertisements must not be related to any of the following:*
 - ◆ appear to promote the use of firearms;*
 - ◆ be clearly defamatory;*
 - ◆ be obscene or pornographic;*
 - ◆ advocate imminent lawlessness or violent action;*
 - ◆ promote alcoholic beverages or tobacco products;*
 - ◆ infringe on any copyright as stipulated in the Copy Rights Act.*
- (iv) The Advertisement must also clearly identify the advertiser. Any Advertising that could be misconstrued as editorial content will be clearly labeled as Advertising.*
- (v) Council recognizes and maintains a distinct separation between Advertising content and editorial and decision-making content. All Advertising content on the Swakopmund Municipal Council Website and Newsletter shall be clearly and unambiguously identified as such, and Council will not run any Advertising on the Swakopmund Municipal Council Website and Newsletter which is not so identified. Additionally, Council retains the right to dictate the form and substance of all editorial content appearing on the Swakopmund Municipal Council Website and Newsletter.*
- (vi) Council reserves the right to reject, cancel, or remove at any time any Advertisement from the Swakopmund Municipal Council Website and Newsletter for any reason and will provide prompt notice to the advertiser upon rejection, cancellation, or removal of any Advertising, together with an explanation following*

the rejection, cancellation, or removal. Council also reserves the right to determine the appropriate placement of the Advertising on the Swakopmund Municipal Council Website and Newsletter.

- (vii) It is the responsibility of the Advertiser to comply with all applicable national and international laws, including applicable laws and regulations of regulatory bodies. Council will not monitor compliance with applicable laws and regulations. However, Council reserves the right to review all Advertising for compliance with applicable laws and regulations and, if Council becomes aware of any breach or potential breach of any applicable law or regulation or of these guidelines, Council may remove the Advertisement.***
- (viii) No Advertisement shall be permitted which may injure the good name or reputation of Council.***
- (ix) Council reserves the right to revise the rates set forth herein at any time upon 30 days written notice.***
- (x) Payment for advertising shall be made on or before the 15th day of the month following that in which advertising is published.***
- (xi) Advertiser and its Agency shall be jointly and severally liable for the payments of all bills and charges incurred. Advertiser authorizes Council, at its election, to tender any bill to Agency, and such tender shall constitute notice to Advertiser of the bill and such manner of billing shall in no way impair the joint and several liability of Advertiser and its Agency. Payment by Advertiser to Agency shall not discharge Advertiser's liability to Council. The rights of Council shall in no way be affected by any dispute or claim as between Advertiser and Agency***
- (xii) Advertiser and Agency represent and warrant that they are authorized to publish the entire contents and subject matter of the advertisements and that publication by Council will not violate the personal or proprietary rights of any third party or any law or governmental regulation. Advertiser and Agency will indemnify and hold Council, its employees and representatives harmless from and against any loss, expense, or liability (including attorney's fees) arising out of the publication or distribution of such advertising, without limitation.***
- (xiii) Council reserves the right, at its absolute discretion and at any time, to reject any advertisement copy, whether or not the same has already been acknowledged and/or previously published. Advertisements that simulate editorial content must be clearly labeled "ADVERTISEMENT" and Council may, in its sole discretion, so label such copy.***
- (xiv) In the event (a) Advertiser uses or pays for less advertising than that agreed upon or the Advertiser or Agency otherwise breaches the terms of this rate card, or (b) if at any time Council in its reasonable judgment determines that Advertiser is not likely to have published the total amount of advertising specified herein during the term of the agreement, any rate discount will be retroactively nullified and Advertiser and Agency will be charged the difference between the rates charged and the rates applicable for the volume of space actually used and paid for, in accordance with Council's applicable rate schedules ("short-rate"). In such event, Advertiser and Agency must reimburse Council for the short-rate within ten days of Council's invoice therefore and Advertiser will thereafter pay for advertising at the open rate or at the newly-determined rate(s) (as applicable).***
- (xv) Council, at its option, may terminate its relationship with Advertiser and/or Agency for the breach of any of the terms thereof, it being specifically understood without***

limitation that failure on the part of either Advertiser or Agency to pay each bill on or before its due date shall constitute a breach. Should Council terminate its relationship with Advertiser and/or Agency, all charges incurred together with short-rate charges shall be immediately due and payable.

- (xvi) Orders containing terms, rates or conditions or specifying position may be accepted but such terms or rates, conditions or specifications are not binding unless Council has specifically agreed to them in writing.**
- (xvii) Council does not guarantee any given level of circulation or readership.**
- (xviii) Council's liability for failure to publish an advertisement shall not exceed a refund of or credit for Council's charge for such advertisement. Council's liability for errors by Council in published advertisements shall be to provide Advertiser a credit for the actual space of the error if the error is brought to Council's attention no later than 5 working days after the advertisement first appears, unless a proof of the advertisement was provided to or reviewed by the Advertiser or Agency, in which event Council shall have no liability.**
- (xix) In no event shall Council be liable to advertiser, agency or any other parties for any further damages of any kind arising from advertiser's placement of advertising, including but not limited to direct, indirect, special or consequential damages or lost profits.**
- (xx) Advertisement placed by Advertiser may include online advertising to appear on Council's affiliated Website. The terms and conditions of the Web site's rate card apply to such online advertising.**
- (xxi) Advertiser and Agency recognize that the copyright in any advertisements created by Council is owned by Council. As to all other advertisements, Advertiser and Agency agree that Council has the non-exclusive right, for the full term of copyright, by itself or through third parties, to republish and re-use any advertisements submitted in any form in which the advertisements may be published or used (in any media now in existence or hereafter developed) in whole or in any part, whether or not combined with materials of others.**
- (xxii) Council is not responsible for any inadvertent or legally compelled disclosure of advertising information.**
- (xxiii) The foregoing terms (and the terms of the advertising agreement between Council and Advertiser and/or Agency, if any) shall govern the relationship between Council and Advertiser and Agency. Council has not made any representations to Advertiser or Agency that are not contained therein. Unless expressly agreed to in writing signed by the General Manager: Corporate Services, no other terms and conditions in insertion orders, copy instruction, letters, or otherwise will be binding on Council.**
- (xxiv) All advertising positions are at the option of Council and subject to prior requests, guarantees, color and mechanical capacities. Council will consider all position requests. However, no adjustments, refunds or re-insertions will be made because of the position in which an advertisement has been published unless a guaranteed position premium has been paid.**
- (xxv) All political advertisements and advertisements of political nature are cash with copy. All liquidation and going-out-of-business advertisements are cash with copy.**
- (xxvi) No space may be used or resold by the advertiser for the promotion, either directly or indirectly, of any business organization or enterprise other than one conducted by the advertiser.**

- (xxvii) Council reserves the right to place a one point rule around ads that are received without a border [unless prior arrangements have been made with the General Manager: Corporate Services and advertiser].*
- (xxviii) Council reserves the right to amend this policy at any time with written notice to any affected advertising contractor.*
- (xxix) Council's contract (on file) granting advertising rights shall include this Policy as an attachment.*
- (xxx) The advertiser must comply with the advertising standards set forth in this Policy, as they may be amended from time to time.*
- (xxxi) Materials will not be returned to Advertiser unless specifically requested by Advertiser. Materials will be discarded after six (6) months.*
- (xxxii) Cancellations in writing must be received no later than 3 working days after the closing date. Advertisers canceling after the closing date will be billed for space ordered.*

(c) That the following Price List be approved:

| Advertisement | Rate |
|------------------------------|----------|
| Single Column Rate (per cm) | 9.50 |
| Classifieds (Up to 25 words) | 20.00 |
| Full Page Advert | 1,330.00 |
| Spot Colour | 2,660.00 |
| Full Colour | 137.50 |
| Loose Inserts 1 Page | 362.50 |
| Loose Inserts 2 Pages | 1,750.00 |

Display Adverts with Grey Background = Price + N\$75.00 extra
Classifieds with Grey background = Price + N\$45.00 extra
Designing of Adverts = Price + 20% extra

If Adverts must be printed on specific Pages:
Price + 50%
Page 3 + 50%
Page 5 + 50%
Page 7 + 25%

- ◆ **That the closing dates and times for adverts, loose inserts and advertorial is the first Monday of the month of publication in which the advert must appear.**
- ◆ **That advertisers will be required to provide electronic and hardcopy versions of their intended advert(s) to the Corporate Officer: Administration on or before the closing dates. PDF is the preferred format for all advertisements. When saving files to PDFs, make sure that all fonts are embedded, and the graphics are not down sampled.**
- ◆ **That the General Manager: Corporate Services be given permission to apply his/her discretion in determining prices for businesses, based on their annual turnovers as registered by the Health Services Department.**
- ◆ **That the advertising prices be applied for a trial period of six (6) months and be subsequently revised by Council if they are found to be too high.**