

CHILLI MEDIA LIMITED

【辣椒出版有限公司】

Publisher's Terms and Conditions

1. Chilli Media Limited reserves the right at its absolute discretion to decline to publish, to omit, suspend or change the position of any Advertisement otherwise accepted for insertion if it considers necessary and desirable without giving any reason of why it is doing so.
2. The advertiser warrants that:
 - 2.1 the Advertiser contracts with Chilli Media Limited as a principal (irrespective of whether it is an advertiser or an advertising agent or a media buyer. In case it is an agent, authorization to place the Advertisement has been obtained from the advertiser); and
 - 2.2 the publication of the Advertisement by Chilli Media Limited will not breach any contract or violate any copyright, trademark, applicable laws and rules, or any other personal or proprietary right of any person.
3. Chilli Media Limited will not be held any liable for any loss, damage or claim resulting from the failure of any Advertisement to appear from any cause whatsoever, nor will it be held responsible for any error in published Advertisement.
4. Advertisement materials must conform to the production and quality specifications and any other requirements stipulated or referred to in the Rate Card.
5. The Advertiser submitting the Advertisement shall indemnify Chilli Media Limited in respect of costs, damages or other charges falling upon it as a result of legal actions or threatened legal actions arising from the publication of the Advertisement published in accordance with the copy instruction or advertising contract supplied to Chilli Media Limited by the advertiser.
6. If Chilli Media Limited does not receive amendment of copy instructions before the material deadline, it reserves the right to repeat the copy last used.
7. Chilli Media Limited shall not be held responsible for any loss or damage of the supplied advertising materials and the Advertiser/Advertising Agency shall at its own expenses collect them at the office of Chilli Media Limited within three months after publication of the advertisement, failing which Chilli Media Limited shall be entitled to destroy or dispose of them.
8. Chilli Media Limited shall:
 - 8.1 refuse, edit or require to be amended any write-up and artwork relating to the advertising if it considers necessary without giving any reasons of why it is doing.
 - 8.2 reserve the right for the final proof of the editorial, photographs, and the layout relating to the advertising; and
 - 8.3 reserve the right to revise the above terms and conditions during the term of this contract.
9. After signed, confirmation period and number of advertisement is fixed and no early termination unless agreed between Advertiser and Chilli Media Ltd. Any late placed advertisements shall be treated as repudiation by the Advertiser, whereupon Advertiser shall be entitled to immediately recover the use of the advertisements and shall claim against the Advertiser for the fee of the remaining advertisements.
10. Chilli Media Limited shall reserve the copyright of the production of advertisement.

出版條款

1. 辣椒出版有限公司如認為有需要，有絕對酌情權拒絕刊登或抽起、暫停、轉變任何廣告的位置，及不須提供理由。
2. 廣告客戶保證：
 - 2.1 廣告客戶以主要合約人身分跟辣椒出版有限公司訂定合同（不論其為一廣告客戶或廣告公司或媒介購買者，若其為一代理，則已取得廣告客戶之刊登廣告授權）；及
 - 2.2 辣椒出版有限公司刊登之廣告不會違反任何合同或侵犯任何版權、商標、適用法律或守則，或任何其他私人或任何人之所有權。
3. 對於廣告不能刊登所引致有關方面的任何損失、損害或索償，無論原因為何，辣椒出版有限公司概不負責。任何已刊登的廣告中所出現的錯誤，椒出版有限公司概不負責。
4. 廣告來稿必須遵從價目表中列明之製作及品質規格及任何其他要求。
5. 如辣椒出版有限公司因按照廣告客戶之指示刊登廣告而引致法律行動或受威脅之法律行動，則交付廣告之廣告客戶須負責賠償予辣椒出版有限公司其引致之開支、損失或其他有關費用。
6. 如辣椒出版有限公司在截稿期限前仍未收到更改稿件之指示，它有權重覆使用最後一次使用過之稿件。
7. 辣椒出版有限公司不會對廣告稿件的任何損失或損毀負責，發廣告人或廣告公司要自費於廣告刊登後三個月內，到本公司辦公室取回稿件，未被取回之稿件，本公司有權以任何方式處理，包括銷毀或棄掉。
8. 辣椒出版有限公司有權：
 - 8.1 在有需要情況下，拒絕、更改或要求更改任何有廣告之文字創作及工藝，及不需提供理由；
 - 8.2 保留所有文字創作、攝影、照片選用、版面設計之最後決定權；
 - 8.3 保留在合同期間更改以上刊例之權利。
9. 確認書簽署後，廣告客戶於合約生效日起至合約終止期間必須履行合約所簽署廣告次數，廣告客戶未履行合約提供廣告稿件，辣椒出版有限公司有權向廣告客戶收取確認書內協議的全數廣告費用。
10. 所有廣告之製作版權屬辣椒出版有限公司所有。

（中文譯本之文義如與英文本有異，概以英文本為準。）