

RETAIL TERMS AND CONDITIONS

These terms and conditions apply in all circumstances. Deadlines to place and cancel advertising may vary depending on placement of advertising and printing schedules.

Rates quoted are for retail advertising only and The Toronto Star, a division of Toronto Star Newspapers Limited ("the Publisher") reserves the right to classify all advertisements. Applicable taxes are extra. A contract must be signed in order to obtain contract discounts. Contingent orders will not be accepted. The Publisher will require prepayment from advertising agencies who indicate that their client(s) is responsible for payment of the advertisement or if any kind of payment disclaimer is used or implied on advertising agency insertion orders.

Accounts are payable when rendered. Accounts are considered past due if payment is not made by the 20th of the month following billing. Payments in foreign currency must be made at the prevailing Canadian rate of exchange. The Publisher may increase advertising rates at any time and all contracts are accepted subject to this condition. The advertiser may cancel any contract without short rate penalty on notice within 15 days after higher rates are made effective by the Publisher.

Advertisers will be charged for space occupied from cut-off rule to cut-off rule, not exceeding space ordered. The printing of key codes used to track coupon redemption is not guaranteed. If publication of the Toronto Star is restricted or curtailed in any way, rates quoted here or in any contract and the size or placement of any advertisement shall be subject to modification without notice by the Publisher. Press limitations or other causes may require the Publisher to limit the availability of colour, insert distribution and other special classifications on selected occasions during the year. The Publisher reserves the right to revise, reject, discontinue or omit any advertisement, or to cancel any advertising contract, for reasons satisfactory to the Publisher without notice and without penalty to either party. If, in the Publisher's opinion, revisions are required to any advertisement prior to publication, the Publisher will notify advertiser. The Publisher may insert the word "advertisement" or "advt." adjacent to any copy.

The liability of the Publisher for damage arising out of errors in advertisements is limited to the amount paid for the space actually occupied by the portion of the advertisement in which the error occurred, whether such error is due to the negligence of the Publisher's employees or otherwise. The liability of the Publisher for damage arising out of non-insertion of any advertisement is limited to the amount received by the Publisher for such advertisement, whether such non-insertion is due to the negligence of the Publisher's employees or otherwise. The Publisher accepts no responsibility for loss of profit or any type of damages whatsoever, including any arising from the exercise of any of its rights, non-insertion of any advertisement or any error made in any advertisement whether such error is due to the negligence of the Publisher's employees or otherwise. If an error is made by the Publisher, which in its judgement materially affects the value of an advertisement, a corrected advertisement will be inserted once upon demand without further charge. Such "make good" insertions will not be granted on minor errors, which in the Publisher's judgement do not lessen the value of the whole advertisement.

The advertiser agrees to indemnify the Publisher for any losses or costs incurred by the Publisher as a result of publishing any advertisement which is libelous or misleading or otherwise subjects the

Publisher to liability. This indemnity shall apply to all advertisements published, even if produced by the Publisher on behalf of the advertiser. The Publisher expressly disclaims all warranties, representations and conditions of any kind, express or implied, by statute or otherwise, to the fullest extent permitted by law. All of the Publisher's limitations of liability and disclaimers set out in these terms and conditions shall apply notwithstanding the breach of a fundamental term or condition or a fundamental breach.

All materials produced by the Publisher will remain the property of the Publisher. Copyright in such materials shall be owned by the Publisher. The Publisher will not be responsible for the return of materials supplied by the advertiser unless return delivery instructions are received when the advertisement is placed.

The Publisher will not knowingly publish any advertisement which is illegal, infringing, misleading or offensive to its readers.