

## Terms & Conditions

Please read these terms and conditions carefully before participating in the SUPERBRANDS programme. By signing an order form and paying a deposit invoice, you are agreeing to the terms set out below. **SUBMISSION OF INFORMATION**

All brand related materials are accepted and published by SUPERBRANDS and/or their representative(s) subject to the client or their representative or advertising agency being authorised to publish both the contents and the subject matter.

The client warrants to SUPERBRANDS and/or their representative(s) that all promotional materials and information submitted, or to be submitted by or on behalf of the client, is such that its publication will not cause any action whatsoever against SUPERBRANDS and/or their representative(s) whether at common law or not.

No responsibility will be accepted for errors in copy or for any changes made after artwork or copy have been approved or supplied by the client or their representative. All brand case histories will appear as per approved proofs or supplied material.

It will be the full responsibility at all times of the client or their advertising representative/agency to supply to SUPERBRANDS and/or their representative(s) all pictures, text or finished artwork on or before the material deadline date specified by SUPERBRANDS and/or their representative(s). Failure to do so before the deadline will be treated as a cancellation and become subject to the cancellation terms container herein.

Final artwork supplied must be accompanied by a full colour printout. It remains the client's responsibility to ensure that all information / artwork supplied are correct. All information / artwork supplied must be in the format specified by SUPERBRANDS and/or their representative(s).

SUPERBRANDS and/or their representative(s) will not accept any responsibility for any information / artwork that is lost in transit. Any information / artwork supplied by the client that needs to be returned will be made available for collection 30 days after publication. **TERMS OF PAYMENT**

Terms of payment are strictly 2 weeks from the date of invoice. A 70% none refundable deposit is required with the order to cover pre-publishing costs and the remaining 30% balance is due upon proof of publication. Overdue accounts will be charged at the rate of 2.5%per month for any overdue account.

SUPERBRANDS and/or their representative(s) shall be under no liability to compensate the client for loss of business associated with the delay or non publication of individual brand case history caused or contributed to by factors beyond their control provided that in the instance of a brand case history not appearing a full refund of any paid fees will be rewarded in respect of the relevant insertion. **LOGO USAGE RIGHTS**

Upon receipt of the initial deposit payment in our designated bank account, SUPERBRANDS and/or their representative(s) will immediately send the participating brand(s) the relevant SUPERBRANDS logo for their immediate use.

Unless otherwise agreed in writing, the participating brand's usage rights to the Superbrands logo are strictly country specific and the logo may only be used within the country where the brand was awarded Superbrands Status and the logo was issued. For example, the Hong Kong Superbrands logo may only be used within Hong Kong. The participating brand's usage rights to the logo will extend from the day it is received by the brand for a minimum period of 12 months, or until the date stipulated on the signed confirmation order form.

Once the brand's usage logo rights period has expired, the brand must at the earliest opportunity desist from using the SUPERBRANDS logo(s) on all marketing, promotional and other forms of public communications material (including, but not limited to, advertisements, promotions, product packaging, brand/company website, in-store, social media, etc), unless the brand has renewed and/or maintains its membership of the latest Superbrands programme.

## DISCLAIMERS

The information published in the SUPERBRANDS reference books and on the SUPERBRANDS website is published "AS IS", "AS AVAILABLE" and is provided by way of a simple summary. SUPERBRANDS and/or their representative(s) do not warrant the accuracy or completeness of the information, text, graphics, links or other items contained herein.

**LINKS TO THIRD PARTY WEBSITES**

SUPERBRANDS and/or their representative(s) make no representations whatsoever about any other website you may access through the SUPERBRANDS site. When you access on non-SUPERBRANDS website, it is completely independent from SUPERBRANDS and/or their representative(s) and that SUPERBRANDS and/or their representative(s) has no control over the content of that site. In addition, a link to a non-SUPERBRANDS website does not mean that SUPERBRANDS and/or their representative(s) accept any responsibility for the content of such a website and shall not be liable for any accuracy or quality of any such content.

**LINKS TO SUPERBRANDS WEBSITE**

No hyperlinks to the SUPERBRANDS site or to any of the internal or subsidiary pages within the site, or framing of any content in the site, shall be made by anyone unless with the prior written consent of SUPERBRANDS and/or their representative(s). Without prejudice to any of its other rights, SUPERBRANDS and/or their representative(s) may upon discovering such unauthorised linking, remove such links or framing, or disable such links or frames.

**CANCELLATION**

Any cancellations of orders for whatever reason are only accepted in writing, within seven days from the date of the original order form. After this period a cancellation fee of 70% of the cost of the order will be applied. No cancellation will be accepted after any promotional material has been accepted from the client by SUPERBRANDS.

In the event of the client insisting on a cancellation or postponement of an insertion after the material acceptance, they will be subject to a cancellation fee of 100% of the cost of the order.

**GOVERNING LAW & JURISDICTION**

By participating in SUPERBRANDS, you agree that Singapore law shall govern such participation and you agree to submit to the exclusive jurisdiction of the Singapore courts.