



eyemagnet media **BLUEBRIDGE**
COOK STRAIT FERRIES

Terms & Conditions

July 2026

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1. About these terms

These terms apply to all advertising booked with Eyemagnet Limited (trading as Eyemagnet Media, "we", "us", "our") for display on the Network.

The Network currently means the digital screen network operated by Eyemagnet Limited on board the Bluebridge Cook Strait Ferries vessels MV Livia and MV Connemara, on Cook Strait crossings. The specific screens, vessels, and placements included in your campaign are set out in your booking summary.

By placing a booking with us, you ("you", "the advertiser") agree to these terms. Your booking summary and these terms together form the agreement between us. If anything in your booking summary differs from these terms, the booking summary applies for that booking.

We may update these terms from time to time. The version that applies to your campaign is the version in effect on the date we confirm your booking.

2. Definitions

Booking summary: the document we send you setting out your campaign details, including placements, ad duration, play minimum, campaign dates, and price.

Campaign: the display of your creative on the Network for the dates and placements set out in your booking summary.

Creative: the finished advertising material you supply for display, in the portrait and landscape formats and to the specifications we provide. This is usually a still image or video. Where your campaign includes QR tracking, we add the QR code, built from the destination URL you provide plus our standard tracking parameters, as set out in the ad specifications.

Go live date: the first date your campaign is scheduled to display, as set out in your booking summary.

Network Partner: the owner or operator of the venue or vessels on which the Network runs. For the Bluebridge Onboard Media network, the Network Partner is Bluebridge Cook Strait Ferries.

3. Bookings and confirmation

We will send you a booking summary setting out your campaign and price. The booking summary is valid for 14 days unless we tell you otherwise.

Your booking is confirmed once we receive full payment, or once we receive payment of any agreed deposit where staged payment has been agreed in writing. We do not hold placements or dates until your booking is confirmed.

We may decline or hold a booking where the campaign dates or placements are not available, or where the creative or advertiser does not meet these terms.

4. Fees and payment

All prices are in New Zealand dollars and exclude GST unless stated otherwise. GST is charged at the prevailing rate.

Payment is due in full before your campaign goes live. Your campaign will not be scheduled or displayed until payment is received and your booking is confirmed.

You can pay online by card through our secure checkout. If you would prefer to pay by invoice, let us know and we will raise one for you.

If you pay by invoice and an amount is not paid by its due date, we may hold or reschedule your campaign until payment is received.

If you book on behalf of another business or advertiser, you remain responsible for payment and for making sure the campaign and creative meet these terms.

5. Supplying your creative

You are responsible for supplying your creative to the specifications we provide, which are set out in your booking summary and on the current rate card.

Your creative must reach us at least 5 business days before your go live date. This gives us time to check it, confirm it meets specifications, and schedule it.

If your creative arrives late, does not meet specifications, or needs changes before it can run, your go live date may move. Where this happens, your campaign dates may shift while the plays you paid for are preserved, or we will agree an alternative with you.

If you would like us to help prepare or reformat creative to meet specifications, we can quote this separately. A reformatting fee may apply.

6. Approving creative & content standards

We display creative that meets our specifications, these terms, and the content standards below. We, and the Network Partner, keep final approval over what runs on the Network. Approval will not be unreasonably withheld.

Advertising on the Network should reflect the values of the Cook Strait crossing: safety, reliability, hospitality, and connection. It should complement the onboard passenger experience and keep a welcoming, inclusive tone suitable for families and travellers of all ages.

Content we welcome includes: tourism, travel, and regional attractions; food, beverage, and hospitality; retail, lifestyle, and local business promotions; accommodation; public service or environmental initiatives relevant to New Zealand travel; and seasonal or event based promotions.

Some content is excluded, or accepted only case by case: political, religious, or advocacy advertising; alcohol, tobacco, vaping, gambling, or adult material; competing ferry or transport operators; violence, distressing imagery, or unsafe behaviour; and misleading, offensive, or discriminatory language or visuals.

We may also decline or remove creative that:

- Breaches any law, including the Fair Trading Act 1986: covers misleading or deceptive claims.
- Breaches the Advertising Standards Authority codes.
- Infringes the intellectual property or other rights of any person.
- Is likely to damage the reputation of the Network, the Network Partner, or us.
- Is subject to a further restriction set out in your booking summary or the rate card, for example a category we have reserved for another advertiser.

We may ask you for evidence that a claim in your creative can be substantiated, or that any image, music, or other material in it has been lawfully sourced. You agree to provide this on request.

Where we have approved creative and later need to remove it, we will make reasonable efforts to agree replacement creative with you before removing it, unless the law or an urgent risk requires immediate removal.

7. Changes to creative during a campaign

You may change your creative during a campaign within the change allowance set out in your booking summary. The current allowance is one creative change for each month of your booking.

Each replacement must reach us at least 5 business days before you want it live and must meet specifications.

Changes beyond your allowance, or creative supplied outside specifications that we reformat for you, may incur a reformatting fee.

8. How your ads display

Your campaign displays across all available screens on the Network, rotated alongside other content, for the dates booked. You receive a minimum of 2,000 plays each month across those screens. Your placements and play minimum are confirmed in your booking summary.

Any passenger or audience figures we share, for example total passengers across the crossings, are background estimates from operator data. They give a sense of the environment your ad runs in. They are not a guarantee that a set number of people will see your ad.

Unless your booking summary says otherwise, your booking does not give you category or competitor exclusivity. Other advertisers, including competitors, may run on the Network at the same time. Any exclusivity is only available where we agree it in writing in your booking summary, and a premium may apply.

9. Service availability and makegoods

The Network runs on operating vessels. From time to time sailings may be cancelled or rescheduled, or screens may be unavailable due to maintenance, technical faults, or operational decisions outside our control.

We use reasonable efforts to deliver at least the minimum plays set out in your booking summary. In practice we usually deliver more than the minimum, and any over delivery is included at no extra cost.

Where we deliver fewer plays than your monthly minimum over the campaign, we will make up the shortfall by adding plays or extending your campaign dates. If that is not practical, we will provide a credit towards a future booking with us.

Our proof of play records are the source of truth for what was delivered. We will share the relevant records with you on request.

10. Changing or cancelling your booking

If you need to change or cancel a confirmed booking, let us know in writing as early as you can.

Confirmed bookings are non refundable. We understand plans change, so we will work through your situation with you case by case. Depending on timing and whether we can rebook the space, we may move your dates, offer a credit towards a future booking, or arrange a partial refund, at our discretion.

11. Suspending or removing your ad

We may suspend or remove your creative where:

- Payment is not received as agreed.
- The creative breaches these terms or any law.
- Continuing to display it creates a legal or reputational risk for the Network, the Network Partner, or us.

Where the issue is one you can fix, we will tell you and give you a reasonable chance to fix it before removal, unless the law or an urgent risk requires faster action.

12. Your responsibilities and warranties

You confirm that:

- You have the right to supply the creative and to grant us the licence in clause 13.
- The creative, and any claim, image, logo, or material in it, does not infringe anyone's intellectual property or other rights.
- The creative complies with all applicable laws, including the Fair Trading Act 1986, and with the Advertising Standards Authority codes.
- Any claim made in the creative is accurate and able to be substantiated.
- You hold any consents, licences, or approvals needed for the products or services advertised.

You are responsible for the content of your creative. We do not check creative for legal compliance on your behalf, and our approval under clause 6 does not transfer that responsibility to us.

13. Intellectual property

You keep ownership of your creative and the material in it.

You grant us, and the Network Partner, a licence to host, schedule, display, and reproduce your creative as needed to run your campaign on the Network for the campaign dates, including making technical copies and reformatting for display.

Any rate card, specifications, templates, schedules, reporting formats, and systems we provide remain our property. You may use them only for your campaign with us.

14. Indemnity

You indemnify us, the Network Partner, and our respective directors, employees, and contractors against any loss, claim, cost, or liability, including reasonable legal costs, arising from:

- Your creative, including any claim that it is misleading, unlawful, or infringes the rights of any person.
- Your breach of these terms.

15. Liability

Nothing in these terms limits any liability that cannot be limited by law.

You confirm that you acquire advertising from us for the purposes of a business, and that both you and we are in trade. On that basis:

- The Consumer Guarantees Act 1993 does not apply to this agreement. We and you agree it is fair and reasonable to exclude it, given both parties are in trade.
- Sections 9, 12A, 13, and 14(1) of the Fair Trading Act 1986 do not apply to this agreement. We and you agree it is fair and reasonable to exclude them, given both parties are in trade, and you confirm that you do not rely on any representation or conduct of ours that is not written into these terms or your booking summary.
- To the extent the law allows, all other warranties and conditions implied by statute, common law, trade, or custom are excluded.

To the extent the law allows, and except for your obligations under clauses 12 and 14:

- Neither party is liable to the other for any indirect or consequential loss, or for loss of profit, revenue, business, goodwill, or anticipated savings.
- Our total liability to you for any campaign is limited to the fees you paid us for that campaign.

We are not liable for any failure or delay caused by matters outside our reasonable control, including those in clause 18.

16. Reporting

Where reporting is included in your booking, we will provide a report after your campaign ends. It is drawn from our proof of play records and shows the plays delivered, the display time, and the screens and dates your ad ran on. This is measured data from our systems.

17. Confidentiality

Each party will keep the other's confidential information, including pricing and commercial terms, confidential, and use it only for the purposes of the campaign. This does not apply to information that is public, already known, or required to be disclosed by law.

Neither party will use the other's name, logo, or brand in any public announcement about the agreement without prior written approval, which will not be unreasonably withheld.

18. Matters outside our control

Neither party is responsible for any failure or delay caused by matters outside its reasonable control, including vessel or sailing disruption, severe weather, fire, natural events, equipment or network failure, power or telecommunications outages, industrial action, or government action.

19. Privacy

We handle personal information in line with the Privacy Act 2020 and our privacy policy. Where your campaign involves collecting personal information from passengers, for example through a QR code or sign up, you are responsible for handling that information lawfully and for your own privacy policy.

20. Term and ending the agreement

These terms apply from when your booking is confirmed until your campaign ends and all amounts are paid.

Either party may end the agreement immediately by written notice if the other party materially breaches these terms and does not fix the breach within 10 business days of being asked to in writing.

We may also end the agreement immediately by written notice if you become insolvent, have a receiver or liquidator appointed, or are unable to pay your debts as they fall due. Where we end the agreement for non-payment or insolvency, any amounts owing become payable immediately, and you remain responsible for the cost of removing your creative.

Clauses that by their nature should continue, including clauses 12, 13, 14, 15, and 17, continue after the agreement ends.

21. General

Whole agreement: the booking summary and these terms are the whole agreement between us about your campaign, and replace any earlier discussions.

Changes: any change to a confirmed booking must be agreed in writing.

Assignment: you may not transfer your booking to anyone else without our written agreement. A change in control or ownership of your business is treated as a transfer for this purpose. We may assign or subcontract our obligations, for example to the Network Partner or a service provider.

No waiver: if we do not enforce a term on one occasion, that does not stop us enforcing it later.

Notices: notices must be in writing and sent to the contact details on the booking summary, or to **hello@eyemagnet.media**.

Governing law: these terms are governed by New Zealand law, and the parties submit to the jurisdiction of the New Zealand courts.

Dispute resolution: before going to court, the parties will try in good faith to resolve any dispute by discussion.

Eyemagnet Limited, trading as Eyemagnet Media.

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