

## MCNA Blanket Advertising Conditions

1. Advertisements and statements contained in participating member newspapers are the sole responsibility of the persons or entities that post the advertisement, and the Manitoba Weekly Newspaper Association (the Association) does not make any warranty as to the accuracy, completeness, truthfulness or reliability of such advertisements.
2. The Association is not an agent for and has not verified those advertisers whose goods or services are displayed or reproduced nor for the availability, suitability or prices of such goods and services in the advertisements.
3. The Association disclaims all warranties and conditions with regard to products and services mentioned in the advertisements including all implied warranties of merchantability and/or fitness for a particular purpose.
4. The Association expressly reserves the right to edit, categorize, classify, revise, reject, omit, discontinue or to decline any advertisement in the sole discretion of the Association. The intent of the Association is to uphold the highest standards of accuracy, clarity and legality, and therefore the Association may, in its sole discretion, contact the advertiser for clarification of any advertisement that compromises this intent.
5. The Association, and any participating member newspapers, expressly reserves the right to reject any advertisement which does not comply with advertising standards, which are set in the sole discretion of the Association and the participating member newspapers, and may be amended from time to time without notice. Failure to comply with advertising standards may include, without limitation, the following:
  - a. Any advertisement that requests money prior to delivery of a product or service.
  - b. Any advertisement that requests money in exchange for information about a product or service.
  - c. Any advertisement which, in the sole opinion of the Association, relates to a business opportunity or job offer that is not legitimate.
  - d. Any advertisement that is considered by the Association, in its sole discretion, to be offensive or discriminatory.
  - e. Any advertisement for an unlawful product or service, or which makes undocumented claims with respect to a product or service.
6. The Association will not knowingly publish any advertisement that is illegal, misleading, or offensive to its readers.

7. Final word count for any advertisement will be determined solely by the Association.

8. Advertisers are solely responsible for checking published advertisements. If there is an error in a published advertisement, please report it immediately to the Association. The Association will make every effort to ensure that the ad is correct; however, the Association will not be held liable for any damages arising out of errors or omissions.

9. Small errors in advertisements that do not lessen the value of the advertisement, in the sole opinion of the Association, will not be corrected and an advertisement will not be re-run. The Association will only agree to re-run advertisement where significant errors are made. Whether an error is significant will be determined solely by the Association. For greater certainty, re-runs will be limited to the two following situations.

a. If a participating member newspaper makes a significant error in the publishing of an advertisement, that advertisement will be re-run in the participating member newspaper, upon written request from the advertiser.

b. If there is a significant error in an advertisement arising out of the transmission of the advertisement to the Association by facsimile, email, or through the Internet, the advertisement will be re-run by the Association, upon written request from the advertiser.

10 .The Association shall not be liable for any damages whether direct, indirect, punitive, incidental or consequential arising from the use of this website or from the inability to use this website.