

Advertising at Malta Basketball Association in Ta' Qali – Terms and Conditions

1. Cowfish Limited (hereinafter 'Cowfish') is exclusively authorised by Malta Basketball Association (hereinafter 'MBA') to market and sell advertising space on location (hereinafter 'venue').
2. All orders for advertising at venue shall be concluded with Cowfish through the signing of the Cowfish Order Form.
3. Client may purchase advertising space for advertisements from any of the opportunities provided by Cowfish, subject to availability.
4. Advertising material must be submitted according to the standards, measurements and specifications indicated and specified by Cowfish to the client.
5. The Cowfish Order Form shall include pricing for the advertising space being sold as well as for the printing, affixing and removal of the adverts during the duration of the campaign which is to be confirmed by client.
6. Advertising prices do not include any graphic design work.
7. Cowfish shall best endeavour to print and affix advertising boards within 15 working days following receipt of artwork from client.
8. **Payment Policy:** As outlined in the Cowfish Order Form attached hereto.
9. **Cancellation Policy:** cancellations shall only be accepted within 5 working days from receipt of booking order by Cowfish and in such cases full refund of any payment made to date by Client shall be made. Any cancellations made thereafter shall incur a penalty of fifty per cent (50%) of Order Total as detailed in the Order Form above.
10. Advertising material shall be accepted so long as it does not prove to be controversial, immoral, illicit, of a political nature or illegal in terms of any advertising rules or guidelines present in Malta.
11. The client shall inform Cowfish of its advertising concept and basic design for approval. In any event Cowfish shall have final approval on all adverts before printing and may refuse adverts which are considered to be contrary to term 10 above.
12. Clients are advised to provide good quality artwork and resolution to maintain the good standard of advertising on advertising boards.
13. Client shall be solely responsible for any legal liability arising out of or in relation to the advert and/or violations in relation to infringements or misappropriation of any copyright, patent, trademark, trade secret, unfair competition, defamation, invasion of privacy or anti-discrimination law or regulation. Client agrees to indemnify Cowfish and MBA of any liability, loss, damage, claim or action, including legal fees and expenses which may be incurred in the event of a breach.
14. Any advertising material is to be provided by Client in accordance with the measurement and other specifications indicated specifically by Cowfish to the Client in relation to the ad type ordered by Client.
15. Once advertising material is handed over to Cowfish, should it be damaged or spoilt in any manner due to force majeure events or ordinary wear and tear, Cowfish and/or MBA shall in no way be held responsible or liable for such damages.
16. Should the client decide to discontinue an advertisement, it may do so and Cowfish shall remove the advertising in question from the venue at the first available opportunity however the Client shall not be entitled to any refund in such cases. In the event that advertising is discontinued by Cowfish, it shall notify the Client and also provide a pro-rata refund accordingly.
17. Cowfish shall have the right to remove the advertising at the venue in the event that client does not honour payment terms or otherwise breaches these terms and conditions.
18. Any loss of service due to a force majeure event, included but not limited to strikes, lockouts, fires, floods, riots or other causes beyond Cowfish's control, shall not constitute a breach of these terms. Should the event persist for more than thirty (30) days, then Client shall be eligible to an extension of his agreement for a period equivalent to the duration of the force majeure event or a pro-rata refund for such loss at the option of Cowfish provided that the loss of advertising opportunity exceeds twenty per cent (20%) of the term of advertising as described in the order form above.
19. Cowfish cannot refuse bookings from competing products or services to those of client, made by third parties.
20. Cowfish shall not be held responsible for any payments which are to be made by the client to the design agency providing the artwork in connection with the advertising space.
21. Cowfish may be contacted on info@cowfish.com.mt or +356 79770765.
22. These terms and conditions have been drawn up in February 2020 and unless modified shall remain in full force and effect throughout the provision of the service. ©February 2020.

