

Advertising Terms and Conditions

Dancing Opportunities (DO) accepts publication of Online Advertisements (banners, paid notices) on the terms and conditions set out herein (“Terms”).

By placing an order, the “Advertiser” (which is the person placing the order for the Advertisement whether they are the advertiser of the product or service referred to in the Advertisement or the advertising agency) accepts and agrees to be bound by these Terms in full.

Dancing Opportunities reserves the right to change these terms and conditions at any time without prior notice. In the event that any changes are made, the revised terms and conditions shall be posted on this website immediately. Please check the latest information posted herein to inform yourself of any changes.

1. Content and Delivery of Advertising Materials

Materials for any Advertisement must adhere to Dancing Opportunities' technical specifications and be provided to DO at least 5 days before the desired date of publication via email. All specifications can be found in the PDF Offer received by the Advertiser.

2. Terms of Payment

An advertisement is booked once paid in full by the Advertiser. The rates can be found on DO's PDF offer sent to the Advertiser. DO may change its rates or offer at any time by conducting a new PDF offer. Available on request. Any changes to the rates will take effect immediately. However, any changes to the applicable rates will not apply to any bookings made prior to the date of such change. The booking is made on receipt of payment.

3. Right to Reject Advertisement

Dancing Opportunities may, without any responsibility to the Advertiser, reject, cancel, edit or require any Advertisement to be amended at any time, for any reason whatsoever (including, but not limited to, the belief by DO that any placement thereof may subject DO to criminal or civil liability). Advertiser remains ultimately responsible for the selection, content, and display of any advertisements, URL link, and Insertion Order.

4. Liability of DO

DO accepts no responsibility for any interruption or delay the Advertiser experiences in delivering any Advertisement copy to DO or any loss or damage to any Advertisement copy or any other materials. The Advertiser guarantees that it has retained sufficient quality and quantity of all materials supplied to DO.

DO shall use its reasonable endeavours to reproduce Advertisements as provided by the Advertiser but cannot guarantee that the Advertisement will be of the same quality.

Dancing Opportunities cannot guarantee the time and dates of Advertisements and all such decisions will be at the sole discretion of DO. However, DO will use reasonable efforts to comply with the wishes of the Advertiser.

If a booked Advertisement is not published at all solely due to a mistake on Dancing Opportunities' part, DO will try to offer an alternative publication date(s). If the alternative date(s) is not accepted, the original booking will be cancelled and the Advertiser shall be entitled to a full refund if the Advertiser has paid in advance for the Advertisement. This shall be the Advertiser's sole remedy for failure to publish the advertisement.

If the Advertisement as reproduced by Dancing Opportunities contains a substantial error solely due to a mistake on DO's part, DO shall, on request, re-publish the Advertisement at no additional cost to the Advertiser. DO shall not be responsible for the repetition of errors and it is the Advertiser's responsibility to inform DO of any errors and provide any necessary assistance to DO to prevent a repeat of the error.

In respect of Advertisements on the Website, DO does not guarantee continuous, uninterrupted access by users of the Website but will use reasonable efforts to provide this. In addition, DO will not be responsible for any failure or delay affecting the transmission of the Website and any Advertisements contained in it, in any manner where such failure or delay results from any act, omission, interruption, fault or other condition beyond the reasonable control of DO.

DO owns the copyright in all Advertisements written or designed by it or on its behalf.

The Advertiser grants DO the right (free of charge) to:

- use such of the Advertiser's names, trademarks and/or logos as DO may consider necessary for the purposes of publishing the Advertisements;
- reproduce the Advertisement in any media at any time from the date the Advertisement was last published online for promotional purposes. For the avoidance of doubt, the content, layout and format of the website will be subject to variation at DO's sole discretion.

5. Disclaimer of Warranty

DO PROVIDES ITS WEBSITE, AND SERVICES ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT ANY WARRANTY OF ANY KIND. IN THE EVENT OF ANY ERROR OR MALFUNCTION IN THE DISPLAY OR DISTRIBUTION OF ANY ADVERTISEMENT, DO'S SOLE OBLIGATION WILL BE TO REDISPLAY THE ADVERTISEMENT AS SOON AS REASONABLY PRACTICABLE. DO DISCLAIMS ANY AND ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTY OF MERCHANTABILITY OF FITNESS FOR A PARTICULAR PURPOSE AND IMPLIED WARRANTIES ARISING FROM COURSE OF DEALING OR COURSE OF PERFORMANCE AND EXPRESSLY EXCLUDES ALL WARRANTIES, REPRESENTATIONS, CONDITIONS AND ALL OTHER TERMS OF ANY KIND WHATSOEVER IMPLIED BY STATUTE OR COMMON LAW.

6. Limitations of Liability

IN NO EVENT SHALL DO BE LIABLE BE LIABLE FOR ANY LOSS OF PROFITS, DEPLETION OF GOODWILL AND/OR SIMILAR LOSSES OR LOSS OR CORRUPTION OF DATA OR INFORMATION, OR PURE ECONOMIC LOSS, OR FOR ANY SPECIAL, INDIRECT OR CONSEQUENTIAL LOSS, COSTS, DAMAGES, CHARGES OR EXPENSES ARISING OUT OF OR IN CONNECTION WITH THIS ADVERTISER AGREEMENT INCLUDING ANY INSERTION ORDER (EVEN IF DO WAS ADVISED OF THE

POSSIBILITY OF ANY OF THE FOREGOING). UNDER NO CIRCUMSTANCES SHALL DO BE LIABLE TO THE ADVERTISER, AGENCY OR ANY THIRD PARTIES FOR AN AMOUNT GREATER THAN THE AMOUNTS RECEIVED BY DO UNDER THE RELEVANT INSERTION ORDER IN RELATION TO WHICH SUCH LIABILITY MAY ARISE. IN LIEU OF REFUND, DO SHALL BE PERMITTED TO CAUSE THE PLACEMENT OF “MAKE-GOOD” ADVERTISING, IF THE “MAKE-GOOD” ADVERTISING IS PROVIDED WITHIN A REASONABLE PERIOD OF TIME AFTER THE LIABILITY HAS ACCRUED.

7. Cancellation Policy

The cancellation period for an Advertisement varies according to the booking. Cancellation will only be effective on confirmation of receipt of the Advertiser’s written notice.

In order to receive a full refund, an advertiser must comply with our cancellation policy which is as follows:

For bookings made 120 days or more in advance

The advertiser must give at least 60 days notice in writing prior to booked publish date of the advertisement to receive a full refund.

- Advertisers will receive a 50% refund when written cancellation notice is received less than 60 days prior to booked publish date of the advertisement.
- Advertisers will receive a 25% refund when written cancellation notice is received less than 15 days prior to booked publish date of the advertisement.
- There is no refund for cancellation made 15 days prior to the publishing of the advertisement.

For bookings made less than 120 but more than 30 days in advance

The advertiser must give at least 30 days notice in writing prior to booked publish date of the advertisement to receive a full refund.

- Advertisers will receive a 50% refund when written cancellation notice is received less than 30 days prior to booked publish date of the advertisement.
- Advertisers will receive a 25% refund when written cancellation notice is received less than 15 days prior to booked publish date of the advertisement.
- There is no refund for cancellation made 15 days prior to the publishing of the advertisement.
- For all ads booked less than 30 days in advance a refund or partial refund is at the sole discretion of Dancing Opportunities.
- A refund or partial refund for more than 2 cancellations within a 12 month period from the date of the first cancellation is not permitted.

Once an ad is published there will be no refund or partial refund.

8. Privacy and Cookies

Our Privacy and Cookies policy can be found posted separately on this website.

9. Intellectual Property Infringement Claims

It is the policy of Dancing Opportunities to respond expeditiously to claims of intellectual property infringement. Dancing Opportunities will promptly process and investigate notices of alleged infringement and will take appropriate actions under the relevant Act and other applicable intellectual property laws, up to and including blocking or removing the offending content. Please direct any notices of claimed copyright infringement to dancingopportunities@gmail.com

10. Permissions

All requests for licensing, republishing, linking and another usage of material on <https://dancingopportunities.com/> should be addressed to dancingopportunities@gmail.com. We will review your request, and provide you with an approval or rejection as soon as we have evaluated the request. We will attempt to approve or disapprove within 48 hours of each request.

These Terms (and any non-contractual obligations arising in connection with them) shall be governed by the internal substantive laws of the Republic of Ireland and the courts of the Republic of Ireland will have exclusive jurisdiction in relation to these Terms (and any non-contractual obligations arising in connection with them).

Last updated: June 2019