



Google AdWords 2016 Performance Guarantee

Our Terms of Business at ypg.co.nz/terms, the Additional Terms for Google AdWords, and these terms apply to the Google AdWords 2016 Performance Guarantee offer (**Offer**).

Terms that are not defined here, are defined in our Terms of Business or the Additional Terms for Google AdWords.

1. Eligibility

- 1.1. To be eligible for the Offer:
 - (a) you must be a new subscriber to our Google AdWords service;
 - (b) you must subscribe to our Google AdWords service on or before 30 June 2016;
 - (c) you must not have a current Google AdWords campaign or have had a live Google AdWords campaign in the last 3 months (with another vendor or otherwise);
 - (d) you must use our Google AdWords service for a minimum term of 4, 7 or 12 months ("Minimum Term");
 - (e) you must have a Monthly Budget of at least \$200 throughout the Minimum Term;
 - (f) your Google AdWords service must include a Landing Page throughout the Minimum Term. A "Landing Page" is a website operated by us on your behalf, that is not indexed by Google, and is designed for the purpose of converting and tracking visitors from a Google AdWords campaign; and
 - (g) you must ensure that we have all necessary access to any Google Analytics profiles or properties active on your website throughout the Minimum Term.
- 1.2. Your eligibility for the Offer will cease if you, at any time:
 - (a) have not paid any amount owing to us by you by its due date; and/or
 - (b) terminate our Google AdWords service prior to the completion of the Minimum Term.
- 1.3. We may refuse to provide the Offer in respect of any Google AdWords campaign and, in accordance with clause 3.4 of our Terms of Business, we may reject any Order Form.

2. Guarantee

- 2.1. "Lead" means each time an end-user completes a trackable action on your website, Landing Page or other related pages, which actions have been agreed between us as being commercially valuable to you. Leads shall be measured by us, and our determination shall be final.
- 2.2. While "Service Period" is defined in the Additional Terms for Google AdWords, for the purposes of the Offer it shall mean each calendar month in which we provide you with our Google AdWords service, to which the Offer applies.
- 2.3. We will agree in writing, with you, the number of Leads to be delivered by your Google AdWords campaign in each specified guaranteed Service Period of the Minimum Term ("Minimum Leads").
- 2.4. Subject to clauses 2.4 and 2.5, if, in any specified guaranteed Service Period of your Minimum Term, you do not receive the Minimum Leads, we will provide you with a credit on your Yellow account in respect of our management Charges for that Service Period.

- 2.5. Where your Minimum Term:
- (a) is 4 months, a credit will be applied for a maximum of the first 2 Service Periods of that Minimum Term;
 - (b) is 7 months, a credit will be applied for a maximum of the first 3 Service Periods of that Minimum Term; and
 - (c) is 12 months, a credit will be applied for a maximum of the first 5 Service Periods of that Minimum Term.
- 2.6. If, in any given Service Period of your Minimum Term, you receive more Leads than the Minimum Leads, the Offer will cease to apply to any subsequent Service Periods.

3. Variation

- 3.1. We reserve the right to vary, extend or withdraw the Offer at any time, for any reason.