

## **1. Terms and Conditions**

In these terms and conditions, "we", "us" and "our" means Austereo Pty Limited (ACN 007 914 641). Please read these terms and conditions carefully as they apply to your use of our web pages and website (Website) and the service offered by us on the Website as described in clause 2 below (Service). By using the Website and the Service you agree to be bound by these terms and conditions. We may revise these terms and conditions from time to time by updating this posting. The revised terms will take effect when they are posted.

## **2. Services and fees**

(a) The Website provides (among other things) an entertainment service by which you can interact with us online.

(b) We reserve the right at any time to charge or amend any fees payable by you and to vary or amend the terms and conditions which cover such fees for your access or use of any part of the Website and/or the Service.

## **3. Registration**

You may be required to register with us in order to access the Website or to make use of the Service. Where you are required to register:

- (a) you must provide us with accurate, complete and updated registration information;
- (b) you must safeguard any user name and password which we provide to you;
- (c) you authorise us to assume that any person using the Website or Service with your user name and/or password is either you or is authorised to act for you;
- (d) where your user name and/or password is specific to you, you must not allow anyone else to use your username and/or password;
- (e) you agree to immediately notify us of any unauthorised use of your user name and/or password or any breach of security of which you become aware;
- (f) you may cancel your registration at any time at any time by notifying us;
- (g) we reserve the right to discontinue or cancel your registration in our sole discretion without notice if you do not visit the Website or use the Service for an extended period of time, if you breach any of these terms and conditions or any applicable law or if we conclude that your conduct impacts on our name or reputation or violates our rights or those of another party.

## **4. Licence to Use the Content on the Website**

(a) You acknowledge that we own or license all intellectual property rights subsisting in the content on the Website and in the Service, including copyright and trade mark rights (Intellectual Property Rights).

(b) We grant you a limited, non-transferable licence to access and use the Website and the Service solely for your personal, non-commercial purposes and only for these purposes.

(c) We (or our licensors) retain all right, title, and interest in and to the Website, the Service and all related content, and nothing you do on or in relation to the Website, the Service or any of the related content will transfer any Intellectual Property Rights to you or, except for the licence referred to in paragraph (b), permits you to exercise any Intellectual Property Rights whatsoever.

(d) Except as provided in these terms and conditions, permission to reprint or electronically reproduce the Website, the Service or any related content in whole or in part for any other purpose is expressly prohibited, unless prior written consent is obtained from us. You may contact us at: sydney.online@triple.com.au, melbourne.online@triple.com.au, adelaide.online@triple.com.au, brisbane.online@triple.com.au, perth.online@mix.com.au, support@2dayfm.com.au, support@fox.com.au, support@safm.com.au, support@b105.com.au, support@929.com.au if you wish to obtain such consent.

(e) Subject to any applicable law, we may revoke the permission referred to in paragraphs (b) and (d) at any time and may suspend or deny, in our sole discretion, your access to all or any portion of the Website or the Service without notice.

## **5. The Service**

(a) The Website and the Service may contain material or content uploaded, posted, emailed or otherwise electronically transmitted (Posted) by users of the Website, including you (User Content). When you post material on our Website, you grant Austereo an irrevocable, non-exclusive, royalty free licence:

- (i) to access or examine any User Content;
- (ii) to use and reproduce that User Content, including but not limited to, on and in connection

with our Website and our radio broadcasts;

(iii) at our discretion, move, remove or disable access to User Content which we consider, in our sole opinion, to breach any law or to be otherwise unacceptable.

(b) To the extent permitted by applicable law, you unconditionally and irrevocably waive all moral rights you hold in the User Content in favour of Austereo, its successors and assigns and you unconditionally and irrevocably consent to all or any acts or omission by Austereo or any person authorised by Austereo, in relation to the User Content which may infringe any moral rights you hold, including but not limited to your right: (A) to be identified as the author of any User Content; (ii) to take action against any false attribution; and (iii) to object to derogatory treatment of your User Content.

(b) You acknowledge that we may remove any User Content Posted by you at our sole discretion and that we have no responsibility or liability for the deletion or failure to store any communications or content Posted on the Website or through the Service.

(c) If you use the Website or the Service, you are solely responsible for any User Content Posted by you. In using the Website or Service, you must not:

(i) violate any applicable laws;

(ii) impersonate any person;

(iii) Post any User Content or use the Service to communicate any material that:

A. infringes the Intellectual Property Rights of any third party or Post User Content that you do not have the right to Post;

B. is unlawful, harmful, threatening, abusive, misleading, invasive of another's privacy, harassing, defamatory, slanderous, vulgar, obscene, hateful, racist, embarrassing or otherwise objectionable to any other person or entity;

C. contains any unsanctioned advertising, promotional materials, or any other forms of unsanctioned solicitation, including without limitation junk mail, spam, chain letters, or any unsolicited mass distribution of email;

D. contains a survey, contest, or pyramid scheme; or

E. contains an improper question;

(iv) stalk, harass or otherwise harm others;

(v) distribute viruses, corrupted files, or any other similar software or programs that may damage the operation of any computer hardware or software;

(vi) collect or store personal data about other users of the Website or the Service; or

(vii) engage in any other conduct that inhibits any other person from using or enjoying the Website or the Service.

## **6. Your representations and warranties**

You represent and warrant that:

(a) all User Content that you Post is true, accurate and not confidential to or owned by any other person;

(b) you will not use the Website or the Service for any purpose that is unlawful or prohibited by these terms and conditions; and

(c) all User Content Posted by you is owned by you and our use of such User Content does not infringe or violate the Intellectual Property Rights or any other rights of anyone else. You licence us to use, modify, adapt, publish, display, sublicense, create derivative works from and incorporate in other works any User Content Posted by you, at any time in the future in any form and for any purpose and warrant that you have the right to grant this licence.

## **7. Indemnity**

You agree to defend, indemnify and hold harmless us, our officers, directors, employees, agents, subcontractors, licensors, and suppliers, from and against all claims, actions, demands, liabilities and settlements, including, without limitation, reasonable legal and accounting fees, arising in connection with your use of the Website or the Service or resulting from, or alleged to result from, your use of the Website or the Services, a breach of your representations and warranties in clauses 5 and 6, or your violation of any of these terms and conditions.

## **8. USE of the Site is at your Own Risk**

(a) You use the Website and Service at your risk. You must evaluate and bear all risks associated with the use of any material or content, including reliance on the accuracy, completeness or usefulness of any material or content. In particular:

(i) we endeavour to provide a convenient and functional Website and Service, but we do not

guarantee that that your requirements will be met or that any content will be uninterrupted, error free or that the Website or Service or the server that operates them are free of viruses or other harmful components; and

(ii) while we may attempt to keep information on the Website or the Service current and accurate, we do not make any warranties or representations about the currency and accuracy of any information on the Website or the Service.

(b) If your use of the Website or the Service results in the need for servicing or replacing property, material, equipment or data, we will not be responsible for such costs.

(c) Without limiting the above provisions, to the extent permitted by law, everything on the Website and in relation to the Service is provided to you "as is" and "as available" without warranty or condition of any kind, either expressed or implied, including, but not limited to, any implied warranties of merchantability, fitness for a particular purpose, or non-infringement. We exclude all representations and warranties to the fullest extent permissible under applicable law.

## **9. Limitation of Liability**

(a) To the maximum extent permitted by law:

(i) we have no liability to you, whether for breach of these terms, in negligence, in any other tort, in equity or for any other common law or statutory cause of action arising in relation to these terms, the Website, the Service or any related content;

(ii) we will not be liable for any direct, incidental, consequential or indirect damages, loss or corruption of data, loss of profits, goodwill, bargain or opportunity, loss of anticipated savings or any other similar or analogous loss resulting from your access to, or use of, or inability to use the Website, the Service or any content, whether based on warranty, contract, tort, negligence, in equity or any other legal theory, and whether or not we know of the possibility of such damage; and

(iii) our liability for breach of any implied warranty or condition which cannot be excluded is limited at our option to the following:

A. in the case of goods: (A) the replacement of the goods or the supply of equivalent goods; (B) the repair of such goods; (C) the payment of the cost of replacing the goods or acquiring equivalent goods; or (D) the payment of the cost of having the goods repaired; and

B. in the case of services: (A) the supply of the services again; or (B) the payment of the cost of having the services supplied again.

(b) Subject to our obligations under any implied conditions and warranties referred to in paragraph (a)(iii), our maximum aggregate liability for all claims under or relating to these terms and conditions or their subject matter, whether in contract, tort (including without limitation negligence), in equity, under statute, under an indemnity or on any other basis, is limited to A\$100. In calculating our aggregate liability under this clause, the parties must include any amounts paid or the value of any goods or services replaced, repaired or supplied by us for a breach of the implied conditions and warranties referred to in paragraph (a)(iii).

## **10. Variation of the website and Services**

You acknowledge that we may, in our sole discretion and without notice, vary, modify or discontinue, temporarily or permanently, any or all of the Website or the Service and you agree that we are not liable to you or any third party for such variation, modification or discontinuance.

## **11. Links and advertisements**

We have not reviewed all of the sites linked to the Website and are not responsible for the content or accuracy of any off-site pages or any other sites linked to the Website (including without limitation sites linked through advertisements). The inclusion of any link does not imply that we endorse the linked site, and you use the links at your own risk. Your correspondence or dealings with, or participation in promotions of, advertisers on the Website are solely between you and such advertisers.

## **12. Privacy Policy**

In using the Website and the Service, you may give us personal information in which you have certain rights. By using the Website, you grant us consent to use your personal information in accordance with our privacy policy [www.2dayfm.com.au/win/privacy\\_policy](http://www.2dayfm.com.au/win/privacy_policy), [www.b105.com.au/win/privacy\\_policy](http://www.b105.com.au/win/privacy_policy), [www.fox.com.au/win/privacy\\_policy](http://www.fox.com.au/win/privacy_policy), [www.safm.com.au/win/privacy\\_policy](http://www.safm.com.au/win/privacy_policy), [www.929.com.au/win/privacy\\_policy](http://www.929.com.au/win/privacy_policy), [www.triple.com.au/sydney/privacy](http://www.triple.com.au/sydney/privacy), [www.triple.com.au/adelaide/privacy](http://www.triple.com.au/adelaide/privacy),

[www.triple.com.au/melbourne/privacy](http://www.triple.com.au/melbourne/privacy), [www.triple.com.au/brisbane/privacy](http://www.triple.com.au/brisbane/privacy) and [www.mix.com.au/privacy](http://www.mix.com.au/privacy) and you acknowledge that our privacy policy forms part of these terms and conditions. Please click on these links to view our privacy policy.

### **13. General**

- (a) If any part of these terms and conditions is held to be unenforceable, the unenforceable part is to be given effect to the greatest extent possible and the remainder will remain in full force and effect.
- (b) These terms and conditions are governed by the laws of New South Wales, Australia, and you irrevocably submit to the exclusive jurisdiction of the courts of New South Wales, Australia.
- (c) These terms and conditions and our privacy policy constitute the entire agreement between us and you in relation to the Website and your use of the Services and supersede all other (prior or contemporaneous) communications or displays whether electronic, oral, or written, between us and you in relation to the Website and the Services.
- (d) Your use of the Service is conducted electronically and you agree that we may communicate with you electronically for all aspects of your use of the Service, including sending you electronic notices.
- (e) The operation of these terms and conditions will survive cancellation of your registration or termination of your ability to access the Websites.