

1. Terms and Conditions

In these terms and conditions, "we", "us" and "our" means Southern Cross Media Australia Pty Limited, Austereo Pty Limited (ACN 007 914 641) and all other members of the Southern Cross Media Australia Pty Limited and Austereo Pty Ltd group of companies ("Southern Cross Austereo"). Please read these terms and conditions carefully as they apply to your use of our web pages and website (Website), mobile sites (mSites) and mobile iPhone applications (mApps), all related content (Content) and the service offered by us on the Website, mSites and mApps as described in clause 2 below (Service). By using the Website, mSites, mApps, Content and the Service you:

- (a) agree to be bound by these terms and conditions; and
- (b) confirm that you have attained 18 years of age or otherwise obtained the agreement of your parent or guardian to these terms and conditions in respect of your use the Website, mSites, mApps, Content and the Service. 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, mSites and mApps provide (among other things) an entertainment service by which you can interact with us online by (among other things) viewing, listening to and/or posting Content. We may provide different levels of interaction from time to time at our discretion and/or subject to the relevant technical capability of the Website, mSites, mApps, Content and the Service.
- (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, m Sites, mApps and/or the Service.

3. Licence to Use the Website, mSites, mApps, Content and Services

- (a) You acknowledge that you do not have any right, title or interest in any intellectual property rights or other rights relating to the Website, mSites, mApps, Content or the Service, including copyright or trade mark rights (Intellectual Property Rights) except for any rights you may have in respect of User Content that you Post (having the definitions set out in paragraph 5).
- (b) We grant you a limited, non-exclusive, non-transferable licence to access and use the Website, mSites, mApps, Content and the Service solely for your personal, non-commercial purposes and only for these purposes.
- (c) Nothing you do on or in relation to the Website, mSites, mApps, Content and the Service will transfer any Intellectual Property Rights to you or, except for the licence referred to in paragraph (b), permits you to exercise any of the Intellectual Property Rights whatsoever. In particular, except as provided in these terms and conditions, you may not:
 - (i) use, adapt, store, print, reproduce, distribute, perform, publish, make available or electronically transmit; or
 - (ii) commercialise any aspect of, the Website, mSites, mApps, Content or the Service in whole or in part or use our trade marks or logos, unless prior written consent is obtained from us. You may contact us at: brief@theradio.com.au, 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, support@thedirt.com.au, info@radarradio.com.au, info@barry.com.au if you wish to obtain such consent.
- (d) Subject to any applicable law, we may revoke the permission referred to in paragraphs (b) and (c) at any time and may suspend or deny, in our sole discretion, your access to all or any portion of the Website, mSites, mApps, Content or the Service without notice.

4. Registration

You may be required to register with us in order to access the Website, mSites, mApps, Content or to make use of the Service. You may also be required to register with us when you Post User Content (having the definition set out in paragraph 5 below). 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 mSites, mApps 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 use the Website, mSites, mApps, Content or 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.

5. User Content

(a) The Website, mSites, mApps and the Service may contain material uploaded, posted, emailed or otherwise electronically transmitted (Posted) by users of the Website, mSites and mApps including you (User Content). Any User Content you Post may, at our sole discretion, form part of the Content available on the Website, mSites, mApps and the Service.

(b) When you Post User Content on our Website, mSites or mApps you grant Southern Cross Austereo and its successors and assigns an irrevocable, perpetual, non-exclusive, worldwide, royalty free licence to, and to authorise and sublicense other persons to:

(i) access and examine that User Content;

(ii) use, reproduce, modify, adapt, create derivative works from, incorporate in other works, publically perform, publically communicate and commercially exploit that User Content, including but not limited to, on and in connection with any current or future services which include (without limitation) our Website, mSites, mApps, digital and analogue radio broadcasts, music on hold and any other communication platforms (whether now known or hereafter developed) in any media (whether now known or hereafter developed);

(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;

(iv) use your name and likeness (and the names and likenesses of any other persons or entities who own or are associated with the User Content you Post), for advertising and promotional purposes in connection with the User Content.

(b) You unconditionally and irrevocably consent to all or any acts or omission by Southern Cross Austereo, its successors and assigns or any person authorised by Southern Cross Austereo in relation to the User Content which may infringe any moral rights you hold, including but not limited to your right: (i) to be identified as the author of any User Content; (ii) not to have your authorship falsely attributed; and (iii) to integrity of authorship, in particular, the right not to have your User Content subjected to derogatory treatment. To the extent such consent is ineffective in any jurisdiction, you unconditionally and irrevocably waive all moral rights you hold in the User Content in favour of Southern Cross Austereo, its successors and assigns.

(c) 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, mSites, mApps or through the Service.

(d) You are solely responsible for any User Content Posted by you and for obtaining any necessary licences, consents, clearances, permissions and releases from third parties so that you are able to grant Southern Cross Austereo the rights to the User Content you Post as set out in these terms and conditions. In the case of audio/visual recordings, you understand that licences, consents, clearances and permissions may be required in respect of separate copyrights in the audio/visual recording and the underlying works (such as the musical, literary or dramatic work subsisting in the audio/visual recording) and, among other things, moral rights and performers' consents.

(e) In using the Website, mSites, mApps 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 or any other rights of any third party or which you do not have the right to Post;

B. is, or could reasonably be expected to be, unlawful, harmful, threatening, abusive, untrue, inaccurate, misleading, invasive of another's privacy, confidential, 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, mSites, mApps or the Service; or

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

6. Your representations and warranties

You represent and warrant that:

(a) your use of the Website, mSites, mApps, Content and the Service complies in all respects with these terms and conditions;

(b) if you Post User Content, you have read and understood our requirements in paragraph 5 above relating to User Content and:

(i) you are able to grant the rights, licences, authorisations and consents in respect of the User Content you Post and you have obtained all necessary licenses, clearances, consents and authorisations from third parties;

(ii) all User Content that you Post complies in all respects with all of the requirements set out in paragraph 5 above;

(c) You will not use the Website, mSites, mApps, Content or the Service in any manner that is unlawful, infringes the rights of any party or breaches these terms and conditions.

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, mSites, mApps, Content or the Service or resulting from, or alleged to result from, your use of the Website, mSites, mApps, Content or the Services (including, without limitation, your Posting of any User Content), a breach of any of your representations and warranties or your breach of any of these terms and conditions.

8. Use is at your Own Risk

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

(i) we endeavour to provide convenient and functional Websites, mSites, mApps and Services, 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, mSites, mApps, Content 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, mSites, mApps, Content 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, mSites, mApps, Content or the Service.

(b) You must take your own precautions to ensure that your access to the Website, mSites, mApps, Content or Service does not expose you to the risk of viruses, malicious computer code or other forms of interference with may damage your computer system or data. If your use of the Website, mSites, mApps, Content or the Service results in the need for servicing or replacing property, material, equipment or data, we will not be responsible for such costs under any circumstances.

(c) Without limiting the above provisions, to the extent permitted by law, everything on the Website, mSites, mApps 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.

(d) You must ensure that your access to the Website, mSites, mApps, Content and the Service (and any linked websites or online material or data) is not illegal or prohibited by laws which apply to you.

9. Limitation of Liability

(a) To the maximum extent permitted by law:

(i) we have no liability to you, whether under contract 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, mSites, mApps, Content or the Service or any linked websites or online material or data.

(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, mSites, mApps, Content or the Service 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, mSites, mApps 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, mSites, mApps, Content 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, mSites or mApps and are not responsible for the content or accuracy of any off-site pages or any other sites linked to the Website, mSites or mApps (including without limitation sites linked through advertisements). The inclusion of any link in no way implies that we endorse, sponsor or are otherwise affiliated with the linked site or authorise you to use any content on the linked site unless, and to the extent, stipulated to the contrary, and you use the links at your own risk. Your use of such links and correspondence or dealings with, or participation in promotions of, advertisers on the Website, mSites or mApps are solely between you and such advertisers.

12. Privacy Policy

In using the Website, mSites, mApps, Content and the Service, you may give us personal information in which you have certain rights. By using the Website, mSites, mApps, Content and Service you grant us consent to use your personal information in accordance with our privacy policy www.southerncrossaustereo.com.au/privacy-policy, www.mycommunityconnect.com.au/?rt=privacy, www.thehitrater.com, www.themusicrater.com, <http://dealbusters.com.au/?page=privacy>, www.myseafm.com.au/privacy-policy, www.2dayfm.com.au/privacy_policy, www.b105.com.au/privacy_policy, www.fox.com.au/privacy_policy, www.safm.com.au/privacy_policy, www.929.com.au/privacy_policy, www.triple.com.au/sydney/privacy, www.triple.com.au/melbourne/privacy, www.triple.com.au/brisbane/privacy, www.triple.com.au/adelaide/privacy and www.mix.com.au/privacy, www.radarradio.com.au/docs/Radar-Radio-Privacy-Policy-031208.pdf, www.barry.com.au/privacy-policy, www.thedirt.com.au/privacy_policy 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) Any disclaimers or limitations of liability in these terms and conditions do not purport to exclude liability arising under statute if, and to the extent, such liability cannot be lawfully excluded.
- (c) We may assign any of our rights under these terms and conditions without prior notice to you.
- (d) 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.
- (e) These terms and conditions and our privacy policy constitute the entire agreement between us and you in relation to the Website, mSites, mApps 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, mSites, mApps and the Services.
- (f) 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.
- (g) The operation of these terms and conditions will survive cancellation of your registration or termination of your ability to access the Websites, mSites, mApps, Content and Services.