

In these terms and conditions, "we", "us", "our" and "SCA" means **Southern Cross Austereo Pty Limited ACN 109 243 110** and its related Bodies Corporate, and any successors or assigns.

In consideration of you accessing and using our social media pages, web pages and website (Website), mobile sites (**mSites**) and mobile applications (**mApps**) and all related content (**Content**) (collectively "**Digital Assets**") you acknowledge that you have read and understood these terms and conditions and agree to be bound by them.

1. Access

Access and use of our Digital Assets is only available to people aged 18 years or older or with parent or legal guardian approval.

2. Changes

We reserve the right, in our sole discretion, to change, modify, add, or delete portions of these Terms and Conditions at any time by updating this posting. Your continued use of our Digital Assets after any such changes are posted constitutes your acceptance of the revised terms and conditions. You are responsible for keeping yourself updated on any changes.

3. Services and fees

The Digital Assets 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.

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 access or use of our Digital Assets.

4. Licence to Use the Digital Assets

We grant you a limited, non-exclusive, non-transferable licence to access and use the Digital Assets solely for your personal, non-commercial purposes.

Unless explicitly stated in these terms and conditions, nothing in the Digital Assets is to be construed as conferring any licence to intellectual property rights, whether by estoppel, implication or otherwise.

The text, images, designs, graphics, pictures, applications, software, music, sound files, animation files, video files and their arrangement on the Digital Assets (Objects) are all subject to copyright and other intellectual property protection laws in Australia and other countries, including but not limited to the Copyright Act 1968 (Cth) ("Copyright Act") and through international treaties. Apart from any use that is permitted under the Copyright Act we reserve all of our rights. The Objects may not be copied, reproduced, adapted, transmitted or distributed, nor may they be modified or reposted to other sites in any manner. Some content is subject to the intellectual property rights of third party providers.

You agree that you will not commercialise any aspect of the Digital Assets or use our trademarks or logos, unless prior written consent is obtained from us.

Subject to any applicable law, we may revoke the permissions referred to in paragraphs (a) and (c) at any time and may suspend or deny you access to all or any part of the Digital Assets without notice.

5. Registration

You may be required to register with us in order to access or use the Digital Assets. You may also be required to register with us when you Post User Content (having the definition set out in paragraph 6 below). Where you are required to register:

- a) you must safeguard any user name and password which we provide to you;
- b) where your user name and/or password is specific to you, you must not allow anyone else to use your username and/or password;
- c) 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;
- d) you may cancel your registration at any time at any time by notifying us;
- e) we reserve the right to discontinue or cancel your registration if you do not use the Digital Assets 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.

6. User Content

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

When you Post User Content on our Digital Assets you grant us an irrevocable, perpetual, non-exclusive, worldwide, royalty free licence to, and to authorise and sublicense other persons to:

- a) access and examine that User Content;
- b) use, reproduce, modify, adapt, create derivative works from, incorporate in other works, publicly perform, publicly 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) any communication platforms in any media;
- c) move, remove or disable access to User Content which we consider to breach any law or to be otherwise unacceptable;
- d) 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 any advertising and promotional purposes in connection with the User Content.

You unconditionally and irrevocably consent to all or any acts or omission by us or any person authorised by us 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;
- b) not to have your authorship falsely attributed; and
- c) 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 us.

You acknowledge that we may remove any User Content Posted by you and that we have no responsibility or liability for the deletion or failure to store any communications or content Posted on the Digital Assets.

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 us 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.

In using the Digital Assets, you must not:

- a) violate any applicable laws;
- b) impersonate any person;
- c) Post any User Content or use the Service to communicate any material **that**:
 - I. infringes the intellectual property rights or any other rights of any third party;
 - II. 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;
 - III. 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;
 - IV. contains a survey, contest, or pyramid scheme; or
 - V. contains an improper question;
- d) stalk, harass or otherwise harm others;

- e) distribute viruses, corrupted files, or any other similar software or programs that may damage the operation of any computer hardware or software;
- f) collect or store personal data about other users of the Digital Assets; or
- g) engage in any other conduct that inhibits any other person from using or enjoying the Digital Assets.

7. Your representations and warranties

You represent and warrant that:

- a) your use of the Digital Assets complies in all respects with these terms and conditions; and
- b) you will not use the Digital Assets in any manner that is unlawful, infringes the rights of any party or breaches these terms and conditions.

8. 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 Digital Assets (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.

9. Use is at your Own Risk

You use the Digital Assets entirely at your own 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:

- a) we endeavour to provide convenient and functional Digital Assets, but we do not guarantee that that your requirements will be met or that your access and use will be uninterrupted and error free or that the Digital Assets or the server that operates them are free of viruses or other harmful components; and
- b) while we may attempt to keep information on the Digital Assets current and accurate, we do not make any warranties or representations about the currency and accuracy of any such information.

You must take your own precautions to ensure that your access to the Digital Assets does not expose you to the risk of viruses, malicious computer codes or other forms of interference which may damage your computer system or data. If your use of the Digital Assets results in the need for servicing or replacing property, material, equipment or data, we will not be responsible for such costs under any circumstances.

Without limiting the above provisions, you have rights under the Australian Consumer Law and other similar legislation which cannot be excluded, restricted or modified by us. These rights include a statutory guarantee that any services provided by us will be rendered with due care and skill and that any goods will be of acceptable quality. These terms and conditions do not exclude, restrict or modify those statutory rights in any way. However, to the extent that it is permitted by law to do so, we make no representations or warranties, express or implied, other than the Australian Consumer Law, regarding the quality or suitability of the Digital Assets under these terms and conditions and will not be responsible for breach of any such implied terms.

You must ensure that your access to the Digital Assets (and any linked websites or online material or data) is not illegal or prohibited by laws which apply to you.

10. Limitation of Liability

To the maximum extent permitted by law:

- a) 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 Digital Assets or any linked websites or online material or data.
- b) 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 Digital Assets 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
- c) 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:
 - i. the replacement of the goods or the supply of equivalent goods;

- ii. the repair of such goods;
 - iii. the payment of the cost of replacing the goods or acquiring equivalent goods; or
 - iv. the payment of the cost of having the goods repaired; and
- B. in the case of services:
- i. the supply of the services again; or
 - ii. the payment of the cost of having the services supplied again.

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 under clause 10.1.

11. Variation of the Digital Assets

You acknowledge that we may vary, modify or discontinue, temporarily or permanently, any or all of the Digital Assets and you agree that we are not liable to you or any third party for such variation, modification or discontinuance.

12. Links and advertisements

The Digital Assets may contain links to other sites that are owned by third parties. These links are provided solely for your convenience and do not indicate either express or implied endorsement by us of the products or services that are provided by that site. When accessing third party sites and using their products and services you agree and undertake to do so at your own risk.

For the avoidance of any doubt, we hereby acknowledge that:

- (a) the Digital Asset is in no way sponsored, endorsed or administered by, or associated with Apple and/or by Facebook; and
- (b) any information provided by a user in connection with the Digital Asset is provided to SCA and not to Apple and/or to Facebook; and
- (c) any questions, comments or complaints regarding the Digital Asset must be directed to SCA, not to Apple and/or to Facebook.

13. General

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.

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.

We may assign any of our rights under these terms and conditions without prior notice to you.

These terms and conditions are governed by the laws of Victoria, Australia, and you irrevocably submit to the exclusive jurisdiction of the courts of Victoria, Australia.

These terms and conditions and our privacy policy constitute the entire agreement between us and you in relation to the Digital Assets and supersede all other (prior or contemporaneous) communications or displays whether electronic, oral, or written, between us and you in relation to the Digital Assets.

Your use of the Digital Assets is conducted electronically and you agree that we may communicate with you electronically for all aspects of your use of the Digital Assets, including sending you electronic notices.

The operation of these terms and conditions will survive cancellation of your registration or termination of your ability to access the Digital Assets.

14. Privacy

We are committed to the protection of your personal information and meeting the standards set out in the Privacy Act 1988 (Cth) (the Act) and the Australian Privacy Principles (APPs). Our privacy policy can be viewed at www.southerncrossaustereo.com.au.

If you have a complaint in relation to the collection and handling of your personal information, or if you believe that we have not complied with this Privacy Policy or the Act, please contact our Privacy Officer via the details provided below. We will review all complaints received and the Privacy Officer will respond to the complainant. We will take any privacy complaint seriously, and we aim to resolve all complaints in a timely and efficient manner. We request that you cooperate with us during this process and provide us with relevant information we may require.

We expect our procedures will deal fairly and promptly with your complaint. However, if you remain dissatisfied, you can also make a formal complaint to the Office of the Australian Information Commissioner (which is the regulator responsible for privacy in Australia).

For all privacy inquiries and complaints, please contact Southern Cross Austereo's Privacy Officer by mail at GPO Box 22 Sydney NSW 2001, email at privacy@sca.com.au or phone on (02) 8437 9481.

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