



SOUTHERN CROSS AUSTEREO STANDARD ADVERTISING TERMS AND CONDITIONS

1. INTERPRETATION

1.1 Certain statutory definitions

A term:

- (a) defined in the *Corporations Act 2001* (Cth) but not in the Agreement has the meaning given to it in the *Corporations Act 2001* (Cth); or
- (b) defined in the GST Law but not in the Agreement or the Corporations Act has the meaning given to it in the GST Law.

1.2 Other definitions

The definitions set out below also apply in the Agreement.

Advertising means communication of any Advertising Material during advertising airtime on any SCA radio station or television station (or an NBN television station, as applicable), publishing of any Advertising Material on any SCA website (or any websites, as applicable), or any sponsorship, promotion or other activity to promote the Client or its products.

Advertising Material means any written, audio or audio visual material and all corresponding intellectual property rights created for the purpose of producing an advertisement for broadcast by SCA (or NBN, as applicable) under the Agreement.

Accredited Advertising Agency means any advertising agency accredited by SCA that at all times has a minimum of five Clients and no individual Client at any time provides more than 50% of the billings of the Accredited Advertising Agency for the prior twelve (12) month.

Agreement means this document together with any schedules or attachments, including any SCA Proposal, Sales Schedule, Broadcast Confirmation, Broadcast Agreement, Production Quote or similar document.

BSA means the Broadcasting Services Act 1992 (Cth) and all relevant standards and codes of practice determined or registered under the BSA.

Campaign means the advertising campaign undertaken by the Client as stipulated by the Agreement.

CCA means the Competition and Consumer Act 2010 (Cth).

Client means any party to the Agreement who advertises with SCA and, except where expressly excluded, includes Accredited Advertising Agencies.

Commercial Credit Account means the credit terms that have been agreed in writing between the Client and SCA based on the credit application completed by the Client and submitted to SCA.

Eligible Client means a Client who satisfies the conditions specified in Schedule 1.

Fee means the amount to be invoiced by SCA (or NBN, as applicable) and payable by the Client as set out in the Agreement.

GST Law has the meaning given in the *A New Tax System (Goods and Services Tax) Act 1999* (Cth).

Holdings means the electronic confirmation of all bookings (including all spot and non-spot charges) for commercial radio Advertising held on behalf of an Accredited Advertising Agency and its Client by SCA (whether representing itself or as sales representative for another commercial radio operator) and provided to the Accredited Advertising Agency by SCA's chosen delivery method each night Monday to Friday, in the form of a Holdings file, which is to be compatible with the Mediaocean SMD system used by the Accredited Advertising Agency.

NBN means NBN Pty Limited ABN 68 000 232 486.

Session Times means, give or take 15 minutes either side of the scheduled spot, Breakfast (0525 – 0900), Morning (0900 – 1200), Afternoon (1200 – 1500), Drive (1500 – 1900), Evening (1900 – 2200), Late Evening (2200 – 2400) and Mid Dawn (0000 – 0525);

SCA means Southern Cross Austereo Pty Ltd ABN 78 109 243 110.

SCA Group means SCA and its related bodies corporate.

SCA Materials means Advertising Material created by SCA (or NBN, as applicable) or its employees, contractors or agents.

Termination Date means the date on which the Campaign concludes;

Zone Times means, give or take 15 minutes either way of the scheduled spot, Zone 1 (1800 – 2230) and Daytime (0600 – 1800).

1.3 Interpretation

Headings do not affect the interpretation of the Agreement. The following rules of interpretation also apply unless the contrary intention appears:

- (a) the singular includes the plural and vice versa; and
- (b) if a word or phrase is given a meaning, other parts of speech and grammatical forms of that word or phrase have corresponding meanings.

1.4 SCA Access

If a Client is an Eligible Client, then the terms and conditions of Schedule 1 apply in relation to the Client's purchase and payment for Eligible Products (as defined in Schedule 1) and Schedule 1 prevails to the extent of any inconsistency.

2. ADVERTISING SERVICES

2.1 Agreement to advertise

The Client agrees to advertise with SCA and SCA agrees to provide Advertising to the Client on the terms set out in the Agreement.

2.2 Agency for NBN

SCA acts as agent for NBN in relation to the marketing and selling of Advertising for broadcast by NBN on its television stations. NBN holds the benefit of, and may exercise directly against the Client, all of the rights of SCA under the Agreement in relation to Advertising for broadcast on NBN's television stations. These rights include, without limitation, the right for NBN to invoice the Client for, and to receive payment from the Client of, all Fees for Advertising for broadcast by NBN on its television stations and the rights under clauses 2.1, 3.1, 3.2(b), 4 to 9 inclusive, 10.2(c), 10.3 and 12.

2.3 Campaigns

Each new Campaign represents a new contract between the parties governed by the Agreement. SCA is under no obligation to accept any request by the Client for a new Campaign.

3. FEES AND PAYMENT

3.1 Fee

In consideration for the Client's Rights, the Client will pay the Fee to SCA in accordance with the Agreement.

3.2 Invoicing and payment

- (a) The Client (other than an Accredited Advertising Agency) will pay the Fee in full:
 - (i) if the Client has an approved Commercial Credit Account with SCA or as otherwise stipulated by the Client's Commercial Credit Account terms, then on the last business day of the month following the date of invoice or adjustment; or
 - (ii) if the Client does not have an approved Commercial Credit Account with SCA or the Client's Commercial Credit Account limit has been reached, then five business days before the first day of the scheduled Advertising.
- (b) Where the Client is an Accredited Advertising Agency, the Client will pay the Fee in full within 45 days after the date of SCA's invoice or adjustment.

3.3 Variation of Advertising

The Client must pay the Fee for any Advertising notwithstanding that SCA has exercised its right to vary the format or placement of Advertising in accordance with the Agreement.

3.4 Agency rebate

If the Accredited Advertising Agency is not in breach of the Agreement, it will be entitled to a rebate of up to 10% of the Fee (or as otherwise agreed between the parties). A rebate will not apply to Advertising placed by the Accredited Advertising Agency on behalf of Clients which have advertised in the preceding 12 months (other than advertising placed by the Accredited Advertising Agency) or who are currently advertising or have booked future Advertising with SCA.

3.5 Consequences of non-payment

Without limiting any other rights available to SCA if the Client fails to pay any Fee when due, SCA may in its absolute discretion:

- (a) terminate the Agreement and the Client's Commercial Credit Account (if any) and immediately seek recovery from the Client of all moneys owed by the Client and the guarantor (if any);
- (b) suspend or refuse to broadcast any Advertising scheduled for the Client;
- (c) by notice in writing suspend or cancel the Accredited Advertising Agency's registration as an accredited advertising agent;
- (d) recover from the Client all costs relating to any action taken to recover monies from the Client (such costs will include but are not limited to a 2% administration fee and any legal costs and disbursements on a full indemnity basis);
- (e) charge interest at 4% per annum above the rate prescribed pursuant to the Penalty Interest Rates Act (VIC).

Any failure by SCA to charge any of the fees set out above does not constitute a waiver of its right to do so in the future.

3.6 GST

- (a) Unless otherwise stated, all amounts payable under the Agreement are exclusive of GST.
- (b) If GST is payable on any supply under the Agreement, the parties agree that the amount payable for the supply (excluding non-monetary consideration) will be considered exclusive of GST. Unless the parties otherwise agree in writing, the Client undertakes to pay SCA the amount of such GST in addition to the amount payable for that supply at the time the amount is payable or at such later time when the amount of the GST becomes known.

4. OWNERSHIP OF INTELLECTUAL PROPERTY

4.1 SCA Materials

The Client acknowledges and agrees that:

- (a) all rights, title, interest and intellectual property rights in any SCA Materials not specifically granted to the Client in writing vest with SCA;

- (b) it must not use any SCA Materials for any purpose other than advertising through SCA and the SCA Materials must be kept strictly confidential by the Client; and
- (c) at the end of a Campaign:
 - (i) SCA may require delivery by the Client of any material containing SCA Materials; and
 - (ii) the Client may only continue to use the SCA Materials with the prior written consent of SCA which may be subject to the payment of a licence fee.

4.2 Client's warranty

The Client warrants that any Advertising Materials created or provided by the Client or its employees, contractors or agents are owned or licensed by the Client and that their use, broadcast or communication by SCA in accordance with the Agreement will not breach the intellectual property or other rights of any third party.

4.3 Third party authorisations

The Client is responsible for obtaining, and must obtain, all third party authorisations, consents, approvals or permissions necessary or desirable for the use, broadcast or communication by SCA of all Advertising Material including SCA Materials.

5. CONTENT OF ADVERTISEMENTS

The Client must ensure that the content of the Advertising Materials, including SCA Materials, does not result in a breach of any applicable law by the Client or by SCA (as broadcaster or publisher of the advertisements). In this context, "applicable law" includes the BSA, the CCA, the Copyright Act 1968 (Cth), the Trade Marks Act 1995 (Cth) relevant defamation laws in all Australian jurisdictions and all industry codes of practice that apply to the content of advertisements.

6. COMMUNICATION OF ADVERTISING

6.1 Availability and placement of advertisements

- (a) Advertising will be booked subject to availability within the Session Times and Zone Times agreed between SCA and the Client.
- (b) If the Client requests and SCA agrees to:
 - (i) narrow the Session Times or Zone Times; or
 - (ii) specific placement of commercials within a specific commercial break,the Client will pay a further 20% loading fee in addition to the amount otherwise specified.

6.2 Format and placement

Subject to the Agreement, SCA will use its reasonable endeavours to publish or broadcast Advertising in the format submitted by the Client and in accordance with the Client's

placement instructions. However, the Client acknowledges that SCA reserves the right, in its absolute discretion, to vary the placement or formatting of any Advertising submitted by the Client to SCA or developed for the Client by SCA. SCA will not vary the content of Advertising Materials without the consent of the Client.

6.3 Rates

- (a) Unless otherwise indicated in writing, rates for Advertising are based on 30 second commercials (**30 second rate**). Rates for other commercial lengths will be calculated as follows:
 - (i) if the commercial length is 5 seconds, 0.40 multiplied by the 30 second rate;
 - (ii) if the commercial length is 10 seconds, 0.66 multiplied by the 30 second rate;
 - (iii) if the commercial length is 15 seconds, 0.75 multiplied by the 30 second rate;
 - (iv) if the commercial length is 45 seconds, 1.5 multiplied by the 30 second rate;
 - (v) if the commercial length is 60 seconds, 2 multiplied by the 30 second rate; and
 - (vi) if the commercial length is 90 seconds, 3 multiplied by the 30 second rate.
- (b) Other commercial lengths not referred to in this clause 6.3 will be considered on application and rates will be determined at SCA's absolute discretion.

6.4 Make goods

Subject to clause 6.5, if, as determined by both parties acting reasonably, any Advertising:

- (a) is broadcast, communicated or published incorrectly;
- (b) is broadcast, communicated or published out of a scheduled Session Time or Zone Time; or
- (c) is not broadcast, communicated or published,

SCA will, subject to availability, "make good" the Advertising in a scheduled Session Time or Zone Time agreed by the Client. The Client has three months from the date the discrepancy is notified to the Client to claim a make-good.

6.5 Holdings

- (a) Subject to clause 6.5(b), Holdings is considered the final confirmation from SCA (whether representing itself or as sales representative for another commercial radio operator). Any booking errors (including misplaced, duplicated or incorrectly rated bookings) for spots or non-spot charges that appear in Holdings that are not queried by the Accredited Advertising Agency with SCA prior to broadcast will not attract a "make good" or other credit. The Accredited Advertising Agency and its Client will be required to make full payment for Advertising aired in accordance with Holdings.

- (b) If SCA (whether representing itself or as sales representative for another commercial radio operator) changes a booking in Holdings before broadcast, SCA will notify the Accredited Advertising Agency to allow the Accredited Advertising Agency not less than 24 hours to review the relevant changes.

7. LIMITATION OF LIABILITY

7.1 Statutory Guarantees

Nothing in the Agreement limits or excludes the Client's rights under the CCA (**Statutory Guarantees**).

7.2 No other representations

- (a) Except for the Statutory Guarantees, SCA (including its respective officers, employees and agents):
 - (i) disclaims and excludes all warranties, representations and claims in relation to the potential benefits of the Advertising provided to the Client under the Agreement; and
 - (ii) is not liable to the Client for any loss, damage cost or expense suffered or incurred by the Client (howsoever arising whether for negligence, breach of contract, breach of statutory duty or otherwise) as a result of preparation, broadcast, communication or publication of Advertising for the Client by SCA; and
 - (iii) subject to clause 6.4, is not liable for any sound quality issues or delay in transmission relating to any Advertising, or failure of the World Wide Web or any telecommunications structure or broadcasting devices, including digital broadcasting devices.
- (b) The Client acknowledges that:
 - (i) except for the Statutory Guarantees, it has not relied on any other warranties, representations or claims in relation to the potential benefits of the Advertising provided to the Client under the Agreement; and
 - (ii) the Advertising provided to the Client under the Agreement might not meet the Client's desired outcomes or objectives in whole or in part.

7.3 Limit of liability

To the maximum extent permitted by section 64A of the CCA, SCA limits its liability, at its discretion, to re-supply of the advertising services or payment of the cost of having the advertising services supplied again.

7.4 Exclusion of other liability

To the maximum extent permitted by law, SCA excludes all other liability for any costs, expenses, losses and damages suffered or incurred by the Client in connection with the Agreement and any Advertising prepared, broadcast, communicated or published by SCA whether that liability arises in contract, tort (including by SCA's negligence) or statute.

Without limitation, SCA will not be liable for any indirect or consequential loss, including loss of profits, loss of revenue and loss of bargain or business opportunity arising out of or in connection with the Agreement or any Advertising prepared, broadcast, communicated or published by SCA (even if SCA was aware of the possibility of such loss or if such loss was otherwise foreseeable).

8. CANCELLATION OF ADVERTISEMENTS

8.1 Cancellation by Client

Unless otherwise indicated in writing, the Client may cancel Advertising by giving the relevant SCA Sales Account Executive 30 days' written notice before the scheduled start date of any Advertising.

8.2 SCA's rights

SCA may reject, cancel, amend (if in SCA's opinion such change is necessary to comply with any applicable law), refuse, change position or postpone publication or broadcast of the Advertising for any reason at its discretion.

8.3 Rescheduling of Advertising

- (a) SCA agrees to use its best endeavours to reschedule Advertising cancelled fewer than 30 days but more than seven Business Day before the scheduled start date to another time during the Campaign. Rescheduled Advertising will be subject to availability at the time of the booking.
- (b) SCA reserves the right to charge the Client the Fee, either in part or in full, and the Client agrees to pay the Fee invoiced for Advertising cancelled other than in accordance with clause 8.1.

9. RELEASE AND INDEMNITY

The Client indemnifies and agrees to keep indemnified the SCA Group and its directors, officers, employees and agents against any loss, liability or damage they suffer directly or indirectly (including reasonable legal costs) arising directly or indirectly as a result of or in connection with preparation, broadcast, communication or publication of the Advertising Materials by SCA.

10. EXPIRATION AND TERMINATION OF AGREEMENT

10.1 Expiry

Unless terminated earlier pursuant to clause 10.2, the Agreement will expire on the Termination Date and any further Advertising and corresponding rates will be subject to renegotiation.

10.2 Early termination

SCA may terminate the Agreement by serving a notice on the Client if:

- (a) the Client commits a breach of any term of the Agreement and fails to remedy such breach within 14 days after being served with a notice by SCA specifying the nature of the breach;
- (b) the Client at any time commits any act of bankruptcy or insolvency or ceases or threatens to cease carrying on the Client's business;
- (c) SCA at any time ceases to own or operate all or any of the SCA radio stations or television stations; or
- (d) any event of force majeure (as described in clause 12) continues for a period longer than 15 Business Days.

10.3 Inactivity by Client

SCA reserves the right to cancel or suspend the Client at any time if the Client has not placed Advertising with SCA for a period exceeding 14 months.

11. ONGOING DISCLOSURE

The Client must immediately notify SCA in writing of any material change in any information provided to SCA in relation to the Agreement or an application for a Commercial Credit Account.

12. FORCE MAJEURE

A failure by SCA to discharge its obligations under the Agreement because of reasons beyond its reasonable control will not constitute a breach of the Agreement by SCA.

13. GENERAL

13.1 Governing law

The Agreement is governed by and subject to the laws of the State of Victoria and the Commonwealth of Australia.

13.2 Whole agreement

The Agreement together with any application for commercial credit embodies the whole agreement between the parties and, subject to the express terms contained in any written order or written acceptance thereof, all previous dealings, representations and arrangements are hereby excluded and deemed void.

13.3 Severance

Should any part of the Agreement be held to be void or unlawful, the Agreement will be read and enforced as if the void or unlawful provisions have been deleted.

13.4 Personal information

Any personal information received by SCA in connection with the Agreement (including SCA Access) will be handled in accordance with SCA's privacy policy which is available at www.southerncrossaustereo.com.au.

13.5 Assignment

SCA may sell, assign, declare a trust over or otherwise deal with its rights under the Agreement without being required to obtain the Client's consent.

13.6 No set-off or counterclaim

The Client may not exercise any rights of set-off or counterclaim in relation to any amounts payable by it under the Agreement.

13.7 Benefit of obligations

To the extent any obligation of the Client is expressed to be for the benefit of SCA or the SCA Group, SCA has sought this obligation for itself and as agent for and on behalf of each member of the SCA Group and holds the benefits of those obligations as trustee. SCA may enforce the Agreement by legal proceedings in its own name on its own behalf and on behalf and for the benefit of each member of the SCA Group.

SCHEDULE 1

SCA ACCESS

Effective 1 November 2020 to 30 June 2021

Qantas Airways Limited has accepted SCA as a participant in the Qantas Business Rewards Program. This Schedule governs the rewards program (**SCA Access**) established by SCA under which certain Clients may earn loyalty points in the Qantas Business Rewards Program through their purchase and payment for certain advertising products offered by SCA.

1. DEFINITIONS

The following definitions apply in this Schedule.

Eligible Client means a Client that:

- (a) holds an ABN;
- (b) purchases and pays for an Eligible Product from the SCA Group and complies with any other requirements specified by SCA before purchase of the Eligible Product; and
- (c) is a member of the Qantas Business Rewards Program.

Eligible Products means:

- (a) Advertising services on SCA radio and television stations in regional markets; and
- (b) consulting services with SCA's Digital Marketing Agency (**DMA**) in regional markets.

Qantas means Qantas Airways Limited ABN 16 009 661 901 and its related bodies corporate.

Qantas Business Rewards Account means, in relation to an Eligible Client, a Qantas Business Rewards Program membership account in the name of the Eligible Client.

Qantas Business Rewards Program means the business rewards program operated by Qantas currently known as Qantas Business Rewards.

Qantas Business Rewards Program Terms and Conditions means the Qantas Business Rewards Program Terms and Conditions as amended by Qantas from time to time and available at www.qantasbusinessrewards.com.

Qantas Points means loyalty points in the Qantas Business Rewards Program offered by SCA to Eligible Client in accordance with this Schedule.

SCA Earn Table means, in relation to proposed purchase by an Eligible Client of an Eligible Product, the information provided by SCA to the Eligible Client setting out the number of Qantas Points that may be earned by the Eligible Client through purchase of and payment for the Eligible Product as set out at the end of this Schedule.

SCA Access means the reward scheme operated by SCA for its Eligible Clients in accordance with this Schedule.

2. SCA ACCESS

2.1 Awarding Qantas Points

Subject to this clause 2, SCA may:

- (a) award Qantas Points to an Eligible Client at the rate specified in the SCA Earn Table in consideration for purchase and payment by the Eligible Client for an Eligible Product in accordance with this Schedule; and
- (b) offer additional opportunities to earn Qantas Points under a special promotion for one or more Eligible Clients, in which case the terms and conditions referred to in the special promotion will apply.

2.2 Crediting Qantas Points to Eligible Clients

- (a) SCA will use reasonable endeavours to request Qantas to credit Qantas Points to the Qantas Business Rewards Account of an Eligible Client within 30 days after the Eligible Client's payment for an Eligible Product. SCA has no responsibility for Qantas' crediting or failing to credit Qantas Points to the Eligible Client's Qantas Business Rewards Account.
- (b) If, within 60 days after an Eligible Client's payment for an Eligible Product, the Eligible Client considers the correct number of Qantas Points has not been credited to its Qantas Business Rewards Account, the Eligible Client may request SCA to confirm the number of Qantas Points to be credited and provide evidence that it has requested Qantas to credit that number of Qantas Points. The Eligible Client may use the evidence provided by SCA in making any applicable claim to Qantas in relation to the number of Qantas Points to be credited to the Eligible Client's Qantas Business Rewards Account.

2.3 Cancelling participation in SCA Access

- (a) If:
 - (i) SCA determines that Qantas Points were improperly obtained or erroneously awarded or credited to an Eligible Client's Qantas Business Rewards Account; or
 - (ii) an Eligible Client claims or attempts to claim Qantas Points earned under SCA Access to which the Eligible Client is not entitled,

then, SCA may do any one or more of the following:

- (iii) terminate the Eligible Client's participation in SCA Access;
- (iv) withhold or cancel the award of Qantas Points to the Eligible Client under SCA Access;
- (v) revoke or withdraw any request to Qantas to credit Qantas Points to the Eligible Client's Qantas Business Rewards Account.

- (b) Neither SCA nor Qantas will be liable for any liability, loss, damage or cost incurred by an Eligible Client or any other person as a result of any action taken by SCA under clause 2.3(a).

2.4 Changes to SCA Access

- (a) Subject to clause 2.4(b), SCA may implement any changes (whether material or otherwise) to this Schedule and the Qantas Points offered in relation to Eligible Products, including changes to:
 - (i) Eligible Products;
 - (ii) the Earn Table for one or more Eligible Products; and
 - (iii) the ways in which Qantas Points are earned under SCA Access.
- (b) Any change made by SCA under clause 2.4(a):
 - (i) will apply only in relation to Eligible Products purchased by an Eligible Client after the date of the change; and
 - (ii) will not affect the rights of an Eligible Client in relation to any Eligible Product already purchased by the Eligible Client or any Qantas Points already earned by or awarded to the Eligible Client under SCA Access.

3. RESPONSIBILITIES OF ELIGIBLE CLIENTS

3.1 General

Each Eligible Client:

- (a) is responsible for:
 - (i) maintaining its ABN and registration for GST purposes;
 - (ii) maintaining its membership of the Qantas Business Rewards Program and complying with the terms and conditions and requirements for membership of the Qantas Business Rewards Program (including with respect to claiming, redeeming, transferring or otherwise dealing with Qantas Points under the Qantas Business Rewards Program);
 - (iii) checking whether an advertising service purchased from the SCA Group is an Eligible Product at the time of purchase of the advertising service and, if so, how many Qantas Points may be earned from purchase and payment for the Eligible Product;
 - (iv) checking that the correct number of Qantas Points is credited to its Qantas Business Rewards Account in respect of its purchase and payment for Eligible Products; and
 - (v) obtaining its own advice in relation to the taxation implications relating to its participation in SCA Access or the Qantas Business Rewards Program, including in connection with any Qantas Points earned, awarded to, or

claimed, redeemed, transferred or otherwise dealt with by the Eligible Client;

- (b) on request by SCA (as a condition of SCA awarding, and requesting Qantas to credit the Eligible Client's Qantas Business Rewards Account with, Qantas Points) provide SCA with reasonable evidence that the Eligible Client is a member of the Qantas Business Rewards Program and eligible to receive Qantas Points; and
- (c) acknowledges it must pay:
 - (i) any ticket levies, taxes and other airport related charges (including any applicable GST on those taxes and charges) which may be due on the redemption of Qantas Points for award flights (even where no fare is payable in respect of the applicable ticket); and
 - (ii) any taxes, fees, levies and charges that are payable (including any applicable GST on those taxes and charges) on the redemption of Qantas Points for other awards.

3.2 Accredited Advertising Agencies

If an Eligible Client is an Accredited Advertising Agency, the Eligible Client:

- (a) acknowledges that any Qantas Points awarded to it under SCA Access are for the benefit of the Eligible Client's own clients (**Underlying Clients**) who have engaged the Eligible Client to purchase Eligible Products from SCA; and
- (b) will take the steps necessary to arrange transfer of any such Qantas Points to each applicable Underlying Client.

4. TERMINATION OR SUSPENSION OF SCA ACCESS

4.1 SCA's right to terminate or suspend

SCA may terminate or suspend SCA Access at any time. SCA will do so if the Qantas Business Rewards Program ceases to operate.

4.2 Effect of termination or suspension

Termination or suspension of SCA Access will not affect the rights of an Eligible Client in relation to any Eligible Product already purchased by the Eligible Client or any Qantas Points already earned by or awarded to the Eligible Client under SCA Access. However, the right of an Eligible Client to claim, redeem, transfer or otherwise deal with Qantas Points earned or awarded under SCA Access will be subject to the Qantas Business Rewards Program Terms and Conditions.

5. TAXATION IMPLICATIONS

5.1 Responsibility of Eligible Client

Each Eligible Client is solely responsible for any taxes (including income tax and fringe benefits tax) arising in connection with its participation in SCA Access or the Qantas

Business Rewards Program, including in connection with any Qantas Points earned, awarded to, or claimed, redeemed, transferred or otherwise dealt with by the Eligible Client.

5.2 Indemnity

Each Eligible Client indemnifies and will keep indemnified SCA against any income tax or fringe benefits tax or other tax (apart from GST) arising from or in connection with the Eligible Client's participation in SCA Access or the Qantas Business Rewards Program, including in connection with any Qantas Points earned, awarded to, or claimed, redeemed, transferred or otherwise dealt with by the Eligible Client. This indemnity extends to any liabilities, losses, damages and costs incurred by SCA, including penalties, interest and legal costs, provided SCA takes reasonable steps to mitigate any such liabilities, losses, damages and costs.

6. GENERAL

6.1 Application of Qantas Business Rewards Program Terms and Conditions

This Schedule is to be read in conjunction with the Qantas Business Rewards Program Terms and Conditions, which prevail to the extent of any inconsistency with this Schedule in relation to the crediting of, or claiming, redeeming, transferring or otherwise dealing with Qantas Points by an Eligible Client.

6.2 Assignment

An Eligible Client may not sell, assign, transfer or otherwise deal with its rights under SCA Access, except to the extent (if any) permitted by the Qantas Business Rewards Program Terms and Conditions.

SCA EARN TABLE

SCA ACCESS (Basic)

Eligible Products	Advertising services on SCA radio and television stations in regional markets. Consulting services with SCA's Digital Marketing Agency (DMA) in regional markets.
Eligible Clients	Available to all Eligible Clients.
Requirements to earn Qantas Points	<p>For the period from 1 November 2020 to 30 June 2021, an Eligible Client must satisfy the following two requirements.</p> <p>1. Minimum spend:</p> <p><u>Existing Clients:</u> The Eligible Client must commit to purchase Eligible Products in a regional market with a minimum average monthly value (excluding GST) of the greater of:</p> <ul style="list-style-type: none"> a. the Eligible Client's most recent average monthly expenditure Eligible Products in that regional market under SCA's former Brandworks program, plus 15%; and b. the Eligible Client's average monthly expenditure on Eligible Products (under the former Brandworks program or otherwise) in that regional market during the prior corresponding period (1 November 2019 to 30 June 2020), plus 10%. <p><u>New Clients:</u> The Eligible Client must commit to purchase Eligible Products in a regional market with a minimum value specified by SCA for the applicable Eligible Products in that regional market.</p> <p>2. Average rate: The average rate (excluding GST) for Eligible Products in a regional market purchased by the Eligible Client must be not less than the greater of:</p> <ul style="list-style-type: none"> a. the minimum rate specified by SCA for Eligible Products in that regional market; and b. the average rate paid by the Eligible Client for Eligible Products in that regional market during the prior corresponding period (1 November 2019 to 30 June 2020).
SCA Access Qantas Points earn rate	The Eligible Client will earn 1 Qantas Point for each dollar spent on purchase of Eligible Products (excluding GST and any agency rebate).

SCA ACCESS PLUS

Eligible Products	Advertising services on SCA radio and television stations in regional markets. Consulting services with SCA's Digital Marketing Agency (DMA) in regional markets.
Eligible Clients	Available to all Eligible Clients, excluding Accredited Advertising Agencies.
Requirements to earn Qantas Points	For the period from 1 November 2020 to 30 June 2021, an Eligible Client must satisfy the following two requirements. 1. Minimum spend: The Eligible Client must commit to purchase Eligible Products with a minimum value (excluding GST) of the greater of: a. \$53,500; and b. the Eligible Client's expenditure (if any) on Eligible Products during the prior corresponding period (1 November 2019 to 30 June 2020), plus 10%. 2. Average rate: The average rates (excluding GST) for Eligible Products purchased by the Eligible Client must be not less than the minimum rates specified by SCA for the applicable Eligible Products.
SCA Access Plus Qantas Points earn rate	The Eligible Client will earn 1.5 Qantas Points for each dollar spent on purchase of Eligible Products (excluding GST).

Important notice:

A Client must be a member of the Qantas Business Rewards Program and satisfy the requirements in the SCA Access Terms and Conditions to be an Eligible Client to earn Qantas Points for business for purchase of Eligible Products. A one-off join fee of \$89.50 (including GST) normally applies, however this will be waived for SCA Clients that join the Qantas Business Rewards Program [here](#). Membership of the Qantas Business Rewards Program and Qantas Points are subject to the Qantas Business Rewards Program Terms and Conditions available [here](#). Qantas Points for business are offered under the SCA Access Terms and Conditions at www.southerncrossaustereo.com.au/advertise. Eligible Products are Advertising services on SCA radio and television stations in regional markets, and consulting services with SCA's Digital Marketing Agency (**DMA**) in regional markets. Any claims in relation to Qantas Points under SCA Access must be made directly to SCA by contacting the Eligible Client's relationship manager. Qantas Points will be credited to the Qantas Business Rewards Account of an Eligible Client within 30 days after payment for an Eligible Product.