

## Advertising Terms and Conditions: 17<sup>th</sup> August 2020

Every advertiser and advertising agency who lodges an advertisement for broadcast (Advertiser) on a radio station operated by West Coast Radio Pty Ltd (Broadcaster) agrees to the following conditions.

In these terms and conditions:

- (a) "we", "us" and "our" means West Coast Radio Pty Ltd (ACN 009 090 671);
- (b) "you" means an Advertiser;
- (c) "Customer" means a third-party client of the Advertiser; and
- (d) "Authority to Broadcast" means a purchase order (or similar) submitted by the Advertiser to us requesting us to advertise material in accordance with these terms and conditions and the terms of any such Authority to Broadcast.

### A. ADVERTISING CONDITIONS

1. We may at our absolute discretion refuse to broadcast any advertisement without giving any reason. In this case, no charge to you will be incurred subject to these terms and conditions and the terms of the relevant Authority to Broadcast. The advertising rates shown cover the broadcast times subject to the provisions of the Broadcasting Act and do not constitute an offer on the part of West Coast Radio. All Authorities to Broadcast are subject to approval by the Sales Manager of West Coast Radio Pty Ltd.
2. We may, at our sole discretion and without prior consultation or notice to you, amend (or not broadcast) any advertisement in any terms whatsoever, if we perceive the broadcast of the advertisement would be in breach of any relevant law, pre-existing agreement (as between ourselves and any other third-party), in breach of any person's (or other legal entity's) rights or is otherwise offensive. Should we amend an advertisement, the agreed price will not be reduced.
3. The positioning or placement of advertising is at the discretion of Broadcaster except where expressly agreed in writing by Broadcaster. ROS package placement is subject to availability.
4. We are not liable to you (or any other third-party) for any loss or damage of any nature arising from: (a) our total failure to broadcast an advertisement; or (b) our failure to broadcast an advertisement in the form prescribed.

This applies regardless of the cause of the nature of our failure, including if we were negligent or acted as permitted under these terms and conditions. In the case of: (a) you will not have to pay any amount to us under the relevant Authority to Broadcast. In the case of (b), the amount payable under the Authority to Broadcast may be reduced at our sole discretion.

5. We reserve the right to vary the placement and/or format of advertisements across the station. We will endeavour to notify you of any such changes but make no warranty or offer any guarantee that we will do so. We will not be liable for any costs, expenses, losses or damages suffered or incurred by you (or any third-party) arising from our failure to broadcast an advertisement in accordance with your request and/or an Authority to Broadcast.
6. We may tag an advertisement whenever required by law or whenever we consider it appropriate to do so, for any reason, to distinguish it from other types of content.
7. We may (at our sole discretion) amend these terms and conditions at any time without notice to you or any other third-party
8. We, incur, attract or retain no liability whatsoever to you or any other third-party and you indemnify us in relation to any failure of telecommunications services or systems which may (or actually does) affect the receipt by us of an advertisement or the broadcast of a campaign.
9. We make no representation or warranty in relation to the number of listeners to our stations.
10. If you fail to pay for the advertising services in accordance with the terms of any Authority to Broadcast and/or these Terms and Conditions, or if you commit an act of bankruptcy, become insolvent, have a receiver or administrator or liquidator or manager appointed over any of your assets or if you resolve to wind up your company, then we may (at our absolute discretion):
  - a. cancel any current advertising campaign and terminate any agreement for advertising that is yet to be broadcast;
  - b. require cash payment in advance for future advertising;
  - c. charge interest at a rate of 2% per calendar month on overdue amounts;
  - d. take proceedings against you to recover any overdue amount;
  - e. recover from you all costs in relation to any action taken against you by use to recover overdue amounts, such costs will include, without limitation, mercantile agency costs and legal costs on a full indemnity basis; and exercise any other rights we have at law.

## B. CREATIVE CONDITIONS AND SPECIFICATION

1. Material deadlines require all advertising material to be received by West Coast Radio by no later than 11am two days prior to the day of broadcast and 11am Thursday for all weekends and long weekends. No make-goods will be given for material which arrives after such deadlines and is not broadcast. No make-goods will be given for material which arrives after such deadlines and is not broadcast.
2. If the advertising material referred to at point B.1 (above) is received after the relevant date and results in a campaign being delayed, the broadcast of the advertisement will be considered to have commenced as of the date on the Authority to Broadcast.

## C. GST

All rates and charges contained in this Authority to Broadcast are quoted exclusive of GST, including under the total invoice amount, unless otherwise stated. The Broadcaster will issue a valid tax invoice in relation to any supply of goods or services which is subject to GST.

## D. CANCELLATION POLICY

1. Cancellation of any advertising orders must be received in writing giving 30 days' notice in writing. If there are any commercials owed as part of the contract these MUST be placed within the 30 Day Notice Period or be forfeited.
2. These terms and conditions form part of the Authority to Broadcast and are binding on us and you upon the execution of any Authority to Broadcast.

## E. WARRANTY AND INDEMNITY

1. By lodging material including electronic material or data for broadcast or authorising or approving the broadcast of any material with the Broadcaster, you warrant that the material complies with all relevant laws and regulation and that its broadcast will not give rise to any claims or liabilities against us, our officers, directors, employees, agents, subcontractors, licensors, and/or suppliers.

2. Without limiting the generality of the above, you warrant that nothing in the material lodged for broadcast breaches the Trade Practices Act 1974 (Cth), Copyright Act 1968 (Cth), Fair Trading Act 1987 (WA), Broadcasting Services Act 1992, defamation consumer protection and sale of goods legislation of the States and Territories or infringes the rights of any person.
3. By lodging material including electronic material or data for broadcast or authorising or approving the broadcast of any material with us, you indemnify against us, our officers, directors, employees, agents, subcontractors, licensors, and/or suppliers against all claims, demands, proceedings and other liability arising wholly or partially, directly or indirectly, from the broadcast of the material.
4. Without limiting the generality of the above, you indemnify against us, our officers, directors, employees, agents, subcontractors, licensors, and/or suppliers against any claims arising from (a) defamation, libel, slander of title; (b) infringement of copyright; (c) infringement of trade marks or names of broadcast titles; (d) unfair competition; (f) violation of rights of privacy or confidential information or licenses or royalty rights or other intellectual property rights.

## F. PRIVACY

1. We may need to collect and hold your personal information in order to provide the advertising services to you. Your personal information will be held subject to our Privacy Policy. If you would prefer us not to, please write to our privacy officer at you can gain access to your personal privacy officer.
2. Our Privacy Policy allows us to use your personal information for purposes related to your purchase of the advertising services, such as making you aware of our other products and services or notifying you of opportunities offered by our business partners.
3. We may disclose your personal information to our related companies, to credit reporting agencies and other third parties as part of provision of the advertising services. Where you owe us money, we may disclose your personal information to debt collection agencies to recover the amount due.

## G. GENERAL

1. 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.
2. 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.

3. We may assign any of our rights under these terms and conditions without prior notice to you.
4. These terms and conditions are governed by the laws of the State of Western Australia, Australia, and you irrevocably submit to the exclusive jurisdiction of the courts of Western Australia, Australia.
5. These terms and conditions and the terms of any Authority to Broadcast constitute the entire agreement between us and you and supersede all other (prior or contemporaneous) communications or displays whether electronic, oral, or written, between us and you unless otherwise specified in writing.
6. The operation of these terms and conditions will survive the expiry of the terms of any Authority to Broadcast.