

**SOUTHERN CROSS AUSTEREO  
STANDARD ADVERTISING TERMS AND CONDITIONS  
22 MAY 2025**

**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 Advertising Material on any Format specified in the Agreement 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 under the Agreement.

**ACL** means the *Australian Consumer Law* set out in Schedule 2 to the *Competition and Consumer Act 2010* (Cth).

**Accredited Advertising Agency** means any advertising agency accredited by SCA that always 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 any SCA Proposal, Sales Schedule, Broadcast Confirmation, Broadcast Agreement, Production Quote, Booking, or similar document between SCA and the Client setting out the Advertising to be provided and which includes these terms and conditions.

**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 booked by the Client under the Agreement.

**Client** means the person for whose benefit the Advertising is to be provided under the Agreement and, except where expressly excluded, includes an Accredited Advertising Agency.

**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.

**Communicate** means publish, broadcast, or otherwise communicate on any Format.

**Delete and Charge** means SCA will not Communicate Advertising booked by the Client but will charge the Client for the Advertising.

**Fee** means the amount to be invoiced by SCA and payable by the Client as set out in the Agreement.

**Force Majeure Event** means an event outside the reasonable control of the affected party.

**Format** means a format available for publication, communication or broadcast of Advertising Material including broadcast or livestreamed radio and television, on-demand audio and video, websites, social media accounts, blogs, and applications.

**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.

**Insolvent** means being unable to pay debts as and when they fall due; ceasing to carry on business; having a liquidator, receiver, receiver and manager or administrator appointed to the whole or any part of the assets of a business; making a composition or arrangement with creditors; having an order or resolution made for the dissolution or liquidation of a business (other than for the purpose of solvent amalgamation or reconstruction); or any similar or analogous procedure, action or event in any jurisdiction

**Play and Charge** means SCA will Communicate Advertising booked by the Client and will charge the Client for the Advertising.

**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 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 LiSTNR Self-Serve

If a Client books Advertising via SCA's self-service digital audio advertising platform, LiSTNR Self-Serve, the terms, and conditions of Schedule 1 apply in relation to the Client's purchase and payment of that Advertising and Schedule 1 prevails to the extent of any inconsistency with the remainder of these terms and conditions.

## 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. The Client may not re-sell, sub-license, or sub-contract any Advertising allocated to it.

### 2.2 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 Advertising provided or to be provided by SCA, 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 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 provided by SCA to the Accredited Advertising Agency on behalf of a Client that has booked Advertising from SCA during the preceding 12 months (other than Advertising booked by the Accredited Advertising Agency) or that is currently advertising or has booked future advertising with SCA.

### **3.4 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 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 provide Advertising booked by the Client;
- (c) by notice in writing suspend or cancel the Accredited Advertising Agency's registration as an accredited advertising agency;
- (d) recover from the Client all costs relating to any action taken to recover moneys from the Client (reasonable legal costs);
- (e) charge interest at the rate prescribed pursuant to the Penalty Interest Rates Act 1983 (Vic).

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

### **3.5 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 later when the amount of the GST becomes known.

#### **4. OWNERSHIP OF INTELLECTUAL PROPERTY**

##### **4.1 SCA Materials**

The Client acknowledges 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;
- (c) at times, SCA may use Artificial Intelligence ("AI") (including voice cloning with the agreement of the voice originator/owner) to assist and/or enhance our content creation and on-air service delivery;
- (d) at the end of a Campaign, SCA may require delivery by the Client of any material containing SCA Materials; and
- (e) with the prior written consent of SCA, the Client may use the SCA Materials for any purpose other than advertising through SCA (including at the end of the Campaign), which consent may be subject to the payment of a license fee, and the Client acknowledges that it is responsible for providing any notifications that may be relevant in relation to clause 4.1(c).

##### **4.2 Client's warranty**

The Client warrants that Advertising Materials (including musical works) created or provided by the Client or its employees, contractors or agents are owned by, or licensed to, the Client and that their Communication by SCA under the Agreement will not breach the intellectual property or other rights of any person.

##### **4.3 Third party authorisations**

The Client will obtain all third party authorisations, consents, approvals, or permissions necessary or desirable for Communication by SCA of all Advertising Material, including SCA Materials.

#### **5. CONTENT OF ADVERTISEMENTS**

The Client will ensure the content and Communication by SCA of the Advertising Materials, including SCA Materials, does not breach any applicable law. For this purpose, "applicable law" includes the BSA, the ACL, 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**

Advertising booked by the Client is subject to availability within the Session Times and Zone Times agreed between SCA and the Client.

**6.2 Acceptance and scheduling of Advertising**

SCA may:

- (a) withdraw or refuse to accept Advertising Material for any reason; and
- (b) cancel, reschedule, or replace any programming or advertising breaks within or between programming without reference to the Client.

**6.3 Client acknowledgments**

The Client acknowledges that:

- (a) scheduling of programming and Advertising by SCA is subject to unforeseen changes and SCA may reschedule Advertising at any time in its discretion;
- (b) Advertising is subject to interruption;
- (c) SCA may Communicate other material or advertisements which are not beneficial to the Client's business and custom; and

**6.4 Rates**

- (a) Unless otherwise agreed 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 6.4 will be considered on application and rates will be determined in SCA's discretion.
- (c) If the Client requests and SCA agrees to:
  - (i) narrow the Session Times or Zone Times; or
  - (ii) specific placement of Advertising within a specific commercial break,the Client will pay a 20% loading fee in addition to the Fee for the Advertising.

**6.5 Make goods**

Subject to clause 6.6, if, as determined by both parties acting reasonably, any Advertising:

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

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.

**6.6 Holdings**

- (a) Subject to clause 6.6(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. CANCELLATION AND OTHER CHANGES BY CLIENT**

**7.1 Permitted changes by Client**

- (a) The Client may only cancel, vary, or reschedule Advertising by giving the applicable SCA Sales Account Executive 28 days’ written notice before the scheduled start date of the Advertising.
- (b) If the Client gives notice of any variation or re-scheduling of Advertising in accordance with clause 7.1(a), SCA will use reasonable efforts to vary or reschedule the Advertising to another time during the Campaign. Varied or rescheduled Advertising will be subject to availability at the time of the booking.

**7.2 Other changes by Client**

If the Client seeks to cancel, vary, or reschedule Advertising without giving notice in accordance with clause 7.1(a), SCA may, in its discretion:

- (a) Delete and Charge; or
- (b) Play and Charge,

and, in either case, the Client will pay the applicable Fees.

**8. LIMITATION OF LIABILITY**

**8.1 Statutory Guarantees**

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

**8.2 No other representations**

- (a) Except for the Statutory Guarantees, SCA disclaims and excludes all warranties, representations, and claims in relation to the benefits of the Advertising provided to the Client under the Agreement; and
- (b) The Client acknowledges that:
  - (i) except for the Statutory Guarantees, it has not relied on any warranties, representations or claims in relation to the 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.

**8.3 Limit of liability**

To the maximum extent permitted by the ACL, SCA limits its liability, at its discretion, to re-supply of Advertising or payment of the cost of having the Advertising supplied again.

**8.4 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 Communicated by SCA whether that liability arises in contract, tort (including by SCA's negligence) or statute. Without limitation, SCA:

- (a) is not 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 Communicated by SCA (even if SCA was aware of the possibility of such loss or if such loss was otherwise foreseeable); and
- (b) subject to clause 6.4(c), is not liable for any sound quality issues or delay in transmission relating to any Advertising, or failure of the Internet or any telecommunications structure or broadcasting device.

**9. 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 because of or in connection with Communication of the Advertising Materials by SCA under the Agreement (except to the extent arising from wilful misconduct, fraud, or illegal activity 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 notice to the Client if:

- (a) the Client breaches the Agreement and fails to remedy such breach within 14 days after SCA gives notice asking the Client to do so; or
- (b) the Client becomes Insolvent or ceases or threatens to cease carrying on the Client's business.

**11. FORCE MAJEURE**

If SCA is unable, wholly or in part, to perform an obligation under the Agreement because of a Force Majeure Event, the relevant obligation is suspended to the extent that, and for as long as, it is affected by the Force Majeure Event. SCA will use reasonable efforts to mitigate the effect of the Force Majeure Event and resume performance of the obligation promptly on being able to do so.

**12. GENERAL**

**12.1 Governing law**

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

**12.2 Whole agreement**

The Agreement constitutes the entire agreement of the parties in respect of its subject matter and supersedes any prior understanding or agreement between the parties and any prior condition, warranty, indemnity, or representation imposed, given, or made by a party (whether oral or in writing).

**12.3 Severance**

Any part of the Agreement that is illegal or unenforceable will be severed from this Agreement and the remaining provisions of this Agreement continue in force.

**12.4 Personal information**

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

**12.5 Assignment**

SCA may sell, assign, declare a trust over or otherwise deal with its rights under the Agreement without reference to the Client.

**12.6 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.

**12.7 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**

**LiSTNR SELF-SERVE**  
Effective 30 October 2023

**1. DEFINITIONS**

The following definitions apply in this Schedule.

**Acceptable** means:

- (a) in relation to a Script, that the Script complies with applicable laws and is not misleading or deceptive or otherwise objectionable; and
- (b) in relation to a Client-produced Commercial, that the Client-produced Commercial complies with applicable laws and is not misleading or deceptive or otherwise objectionable and the audio quality is of a first-class professional standard and is in a customary format as reasonably required by SCA.

**Booking** is defined in paragraph 3.1(a) of this Schedule.

**Business Day** means a day that is not a Saturday, Sunday, or a national public holiday of Australia.

**Business Hours** means 9:00am to 5:00pm in Queensland, Australia on a Business Day.

**Campaign Information** means information reasonably required to create a Campaign, including:

- (a) the Campaign start date and end date;
- (b) the Campaign budget; and
- (c) either:
  - (i) relevant attributes of the Client's products and target audience, and the desired style of the Advertising including the age and gender of their desired voice actor and any background music; or
  - (ii) a Client-produced Commercial.

**Campaign Impressions** means the number of impressions to be delivered by a Campaign.

**Client-produced Commercial** means an audio advertisement of up to 30 seconds produced by or on behalf of a Client.

**LiSTNR Self-Serve** means an online platform owned and operated by SCA which allows Clients to provide Client Instructions and purchase Campaigns.

**Script** means a Script for a Campaign generated in LiSTNR Self-Serve.

**2. LISTNR SELF SERVE ACCOUNT**

- (a) To purchase Advertising through LiSTNR Self-Serve, a Client will provide SCA with information reasonably required by SCA to create a LiSTNR Self-Serve account. This includes the Client's name and contact details including the name and email address of the Client's nominated representative.
- (b) The Client will keep its LiSTNR Self-Serve account log-in details secure and notify SCA immediately if the Client suspects or becomes aware of any unauthorised use of the Client's account or log-in details.
- (c) SCA may terminate the Client's access to LiSTNR Self-Serve without notice if the Client breaches any applicable law or these terms and conditions.

**3. BOOKING AND COMMERCIAL PRODUCTION**

**3.1 Bookings**

- (a) The Client may use LiSTNR Self-Serve to purchase Advertising for communication on SCA digital audio Formats (**Booking**).
- (b) The Client may ask SCA to create a Booking for a Campaign via LiSTNR Self-Serve by:
  - (i) submitting Campaign Information;
  - (ii) if the Campaign Information does not include a Client-produced Commercial, approving the Script under paragraph 3.2(a)(i); and
  - (iii) approving the Campaign and paying the applicable Fee using one of the payment methods provided by SCA's third-party payment gateway provider.
- (c) The Client will ensure the Campaign Information is complete and accurate. SCA accepts no liability for loss suffered because of SCA's reliance on incomplete or incorrect Campaign Information.
- (d) Once the Client has provided the Campaign Information, LiSTNR Self-Serve will:
  - (i) notify the Client of:
    - (A) the number of Campaign Impressions to be delivered by the Campaign; and
    - (B) the Fee for the Campaign; and
  - (ii) if the Campaign Information does not include a Client-produced Commercial, generate a commercial Script and an audio demonstration.
- (e) Once the Client has paid for a Booking, SCA will make available in the Client's SCA Self-Service account a tax invoice and receipt for the Fee paid by the Client.

### 3.2 Commercial production of Scripts

- (a) If LiSTNR Self-Serve generates a Script and an audio demonstration, the Client may:
  - (i) approve the Script; or
  - (ii) one or more times, change or provide additional Campaign Information and ask LiSTNR Self-Serve to generate a different Script and audio demonstration.
- (b) If the Client approves a Script, the Client may submit the Script for production and pay the Fee for the Campaign. After doing so, the Client cannot change the content of the Script or the Booking, except for correction of pronunciation errors notified by the Client under paragraph 3.2(d)(i).
- (c) Within 12 Business Hours after the Client submits a Script for production and pays for a Campaign under paragraph 3.2(b), SCA will either:
  - (i) use the approved Script to create Advertising voiced by a human voice actor and notify the Client by email that the Advertising Material is available for review in LiSTNR Self-Serve; or
  - (ii) notify the Client by email to re-submit the Script under paragraph 3.3(a)(ii).
- (d) After being notified that Advertising Material is available for review in LiSTNR Self-Serve and no later than two Business Days before the scheduled start date of the Campaign, the Client will either:
  - (i) approve the Advertising Material at least two Business Days before the start date of the Campaign; or
  - (ii) notify SCA of any corrections required to pronunciation in the Advertising Material.
- (e) Within 12 Business Hours after receiving notice from the Client under paragraph 3.2(d)(ii), SCA will amend the Advertising Material with the correct pronunciation and notify the Client by email that the Advertising Material is available for review in LiSTNR Self-Serve.
- (f) If the Client fails to approve Advertising Material at least two Business Days before the scheduled start date of the Campaign, SCA will consider the Campaign cancelled and will refund the Fee to the Client, less the cost of any production fees incurred by SCA.
- (g) Once the Client has approved Advertising Material, SCA will schedule the Campaign according to the Booking. SCA will communicate the Campaign until the earlier of:
  - (i) the date on which the Campaign has delivered the Campaign Impressions; and
  - (ii) up to four weeks after the scheduled end date of the Campaign.

- (h) If a Campaign specifies delivery of specific number of Campaign Impressions, or other audience targets, SCA may extend the duration of the applicable Advertising for up to four weeks to achieve such targets.

### **3.3 Acceptable Advertising**

- (a) If a Script or a Client Produced Commercial is not Acceptable, SCA may:
  - (i) refuse to:
    - (A) produce Advertising Material based on the Script; or
    - (B) create a Campaign for the Client Produced Commercial; and
  - (ii) request the Client by email to submit a Script or Client-produced Commercial that is Acceptable.
- (b) If not later than three Business Days before the scheduled start date of a Campaign, the Client does not submit a Script or Client-produced Commercial that is Acceptable, SCA will consider the Campaign cancelled and will refund the Fee to the Client.

## **4. CAMPAIGN REPORTING**

Within three Business Days after request by the Client via LiSTNR Self-Serve and after completion of the Campaign, SCA will email the Client a report about the progress of the Campaign up to the relevant date including:

- (a) the number of impressions delivered by the Campaign;
- (b) the device types on which impressions were delivered; and
- (c) the locations (by Australian state or territory) in which the impressions were delivered.