



TERMS & CONDITIONS

TERMS OF USE

In these terms, "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.

Your access to and use of our social media pages, web pages and website (**Website**), mobile sites (**mSites**), mobile applications including LiSTNR (**mApps**), and all related content (**Content**) (collectively **Digital Assets**) is subject to these terms, our Privacy Policy and any other terms contained on any of our Digital Assets (**Terms of Use**). By accessing and using any of our Digital Assets, you agree to be bound by these Terms of Use.

1. **Changes**

We reserve the right, in our sole discretion, to change, modify, add, or delete portions of these Terms of Use 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 of Use. You are responsible for keeping yourself updated on any changes.

2. **Access**

To access and use our Digital Assets, you must be:

- aged 18 years or older or have first obtained a parent or legal guardian's consent; and
- located within Australia.

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 of Use, 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 (or any part of the Objects) must not be copied, reproduced, adapted, transmitted, communicated or distributed, nor may they be modified, reposted to, or otherwise made available from other sites or services in any manner. This includes using any in-line links, frames, web feeds, or any other form of linking to communicate or make available the Objects (or any part of the Objects) from another site or service. Some Objects may be subject to the intellectual property rights of third party providers.

From time to time, and in our complete discretion, we may communicate or make available the Objects (or any part of the Objects) from a third party website or service (**Third Party Platform**). Your access to and use of the Objects (or any part of the Objects) from any Third Party Platform is subject to these Terms of Use, in addition to any third party terms and conditions that apply to that Third Party Platform. We may, at any time and in our complete discretion, remove the Objects (or any part of the Objects) from any Third Party Platform without notice or liability to you.

You agree that you will not commercialise any aspect of the Digital Assets or use our trademarks or logos, without our prior written consent.

Subject to any applicable law, we may revoke the permissions referred to in this section 4 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 some of our Digital Assets. You may also be required to register with us when you Post User Content (having the definition set out in section 6 below). Where you are required to register:

- you must provide accurate, up-to-date and complete information about yourself when completing your registration, and you must maintain that information to ensure that it remains accurate, up to date and complete;
- you must safeguard any user name and password which we provide to you;
- where your user name and/or password is specific to you, you must not allow anyone else to use your username and/or password;

- 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;
- you may cancel your registration at any time at any time by notifying us (see our Privacy Policy for information about how to contact us);
- 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 the Terms of Use 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:

- access and examine that User Content;
- 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;
- move, remove or disable access to User Content which we consider to breach any law or to be otherwise unacceptable;
- 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:

- to be identified as the author of any User Content;
- not to have your authorship falsely attributed; and
- 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 of Use. 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:

- violate any applicable laws;
- impersonate any person;
- Post any User Content or use the Service to communicate any material that:
 - infringes the intellectual property rights or any other rights of any third party;
 - 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;
- 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;
- contains a survey, contest, or pyramid scheme; or
- contains an improper question;
- stalk, harass or otherwise harm others;
- distribute viruses, corrupted files, or any other similar software or programs that may damage the operation of any computer hardware or software;
- collect or store personal data about other users of the Digital Assets; or
- 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:

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

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 of Use.

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:

- 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
- 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 of Use 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 of Use 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:

- we have no liability to you, whether under contract for breach of these Terms of Use, 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 of Use, the Digital Assets or any linked websites or online material or data;
- 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
- our liability for breach of any implied warranty or condition which cannot be excluded by law is limited to the minimum amount allowable by law.

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:

- the Digital Asset is in no way sponsored, endorsed or administered by, or associated with Apple, Facebook, Google and/or Twitter; and
- any information provided by a user in connection with the Digital Asset is provided to SCA and not to Apple, Facebook, Google and/or Twitter; and

- any questions, comments or complaints regarding the Digital Asset must be directed to SCA, not to Apple, Facebook, Google and/or Twitter.

13. **General**

If any part of these Terms of Use 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 of Use 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 of Use without prior notice to you.

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

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 of Use 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) and the Australian Privacy Principles. For more information about how we handle personal information, including how to seek access to and correction of the information we hold about you, how to complain about a privacy breach, and how to opt out of receiving direct marketing, see our Privacy Policy.

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