

Advertising Terms & Conditions

1. **APPLICATIONS SUBJECT TO T&Cs:** the T&Cs set out below apply to every Application for Advertising or Production Services from any Applicant received by Grant Broadcasters.
2. **DEFINITIONS:**
 - 2.1 **Advertisement** means without limitation:
 - (a) voice and audio material broadcast by any GB Media radio station (**Radio Advertisement**);
 - (b) text and visual material published in any GB Media magazine or other print media (**Print Advertisement**);
 - (c) text, visual and audio material published on any GB Media website, app or other web based media (**Online Advertisement**);on behalf of an Applicant as an advertisement, sponsorship or promotion of any entity, activity or message and **Advertise** and **Advertising** have a corresponding meaning;
 - 2.2 **Applicant** means each applicant and/or advertising agency (principal and agent are jointly and severally liable under these T&Cs) who seeks to have Grant Broadcasters or GB Media produce, broadcast, publish or otherwise distribute an Advertisement;
 - 2.3 **Application** means any application, order, booking, ATB, authority, agreement or contract from an Applicant requesting, instructing, agreeing, granting authority or approval to Grant Broadcasters to proceed with Advertising or Production Services based on any Rate Card, Sales Proposal, Production Quote or other quote or rate or fee schedule;
 - 2.4 **ATB, Authority to Broadcast** means a form (whether paper or electronic) filled out by an Applicant and delivered to Grant Broadcasters for the purpose of requesting and authorising GB Media to broadcast a Radio Advertisement or Campaign of Radio Advertisements;
 - 2.5 **Campaign** means a repeated or themed series of Advertisements carried out with GB Media for an Applicant over a period of time;
 - 2.6 **Commercial Credit Account** means the credit account in favour of the Applicant that is subject to credit terms set by Grant Broadcasters and established as a result of Grant Broadcasters' approval of a credit application submitted by the Applicant;
 - 2.7 **Fee** means the amount payable by the Applicant to Grant Broadcasters in consideration for Production Services, Advertisement(s) or a Campaign as the case may be and **Fees** has a corresponding meaning;
 - 2.8 **GB Media** means any radio station, publication, website, app or other form of commercial audio and/or visual communication under the control of Grant Broadcasters or represented by Grant Broadcasters under a contract, agency, reseller or similar representative arrangement;
 - 2.9 **Grant Broadcasters** means Grant Broadcasters Pty Ltd ABN 65 000 667 470 and its related entities listed in clause 14;
 - 2.10 **GST** means Goods & Services Tax as defined in *A New Tax System (Goods and Services Tax) Act 1999 (Cth)* and all terms used in conjunction with GST in these T&Cs are those defined in that Act;
 - 2.11 **Production Content** means materials, content and any Advertisement provided, supplied, designed, created, edited, made or produced by Grant Broadcasters through Production Services;
 - 2.12 **Production Services** means services provided by Grant Broadcasters to supply, design, create, edit, make and/or produce an Advertisement or Campaign at the instruction of an Applicant;
 - 2.13 **Production Quote** means a quote provided by Grant Broadcasters to an Applicant for the cost of Production Services for an Advertisement or Campaign;
 - 2.14 **Rate Card** means a list given to an Applicant by Grant Broadcasters specifying the cost per Session Time, per print advertisement or per other formula for an Advertisement or Campaign upon which a Fee is based;
 - 2.15 **Sales Proposal** means proposal prepared by a Grant Broadcasters sales representative for an Applicant for Production Services and/or an Advertisement or Campaign;
 - 2.16 **Sales Schedule** means a schedule of rates and fees annexed to a Sales Proposal upon which a Fee is based;
 - 2.17 **Session Times** in relation to radio broadcasting means the time slots into which a 24 hour period is divided; described using the terms "Breakfast", "Morning", "Afternoon", "Drive", "Evening", "Late Evening" and "Mid Dawn" or similar, as set by each GB Media entity and shown on the relevant Rate Card; and

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2.18 **T&Cs** means these terms and conditions, as amended from time to time.

3. SERVICES:

3.1 **Submission requirements:** GB Media have various and differing requirements for Applications, including specifications for format, content and deadlines.

- (a) It is the responsibility of the Applicant to ensure the requirements for submitting Applications are met. Grant Broadcasters may reject any Application that does not meet GB Media requirements.
- (b) Where an Application is rejected under 3.1(a) in such a way that Grant Broadcasters loses an opportunity to broadcast or publish other Advertising then Grant Broadcasters reserves the right to charge the Applicant a full Fee with effect from the broadcast time or publication date.

3.2 Absolute discretion:

- (a) For the avoidance of doubt Grant Broadcasters is not obliged to accept any Application. Every Advertisement and Campaign is subject to the approval of Grant Broadcasters, who may at its absolute discretion at any time:
 - (i) amend;
 - (ii) change position, or postpone publication or broadcast;
 - (iii) refuse to broadcast, publish or distribute;
 - (iv) cancel; or
 - (v) preface with "Advertisement";any Advertisement or Campaign for any reason, provided that clause 3.2(a)(i) applies only if in the opinion of Grant Broadcasters such amendment is necessary to comply with the law.
- (b) In the case of clauses 3.2(a)(iii) and 3.2(a)(iv), if an Applicant has complied with all requirements for Applications and has not breached these T&Cs then no Fee will be payable for the non-broadcast or unpublished Advertisements.

3.3 Cancellation by Applicant:

- (a) Unless otherwise indicated in writing, the Applicant may cancel Advertising by giving the relevant Grant Broadcasters sales representative twenty-eight (28) days' written notice before the scheduled start date of any Advertising.
- (b) If the Applicant fails to give twenty-eight (28) days' written notice Grant Broadcasters may continue to broadcast or publish the Advertisements at the agreed time and charge the Applicant the Fees.
- (c) However, if the Applicant cancels less than twenty-eight (28) days but more than ten (10) days prior to the scheduled broadcast or publication, Grant Broadcasters may offer the Applicant an opportunity to reschedule the Advertisements, subject to availability, instead of exercising its rights under clause 3.3(b).

4. SCHEDULING, PLACEMENT AND FORMAT:

4.1 **Advertisements subject to availability:** Grant Broadcasters will use reasonable endeavours to accommodate the time and placement requests set out in any Application. However:

- (a) Radio Advertisements will be broadcast subject to availability within the Session Times;
- (b) Print Advertisements and Online Advertisement will be published subject to availability of placements;
- (c) where the requested Session Time or placement is not available Grant Broadcasters will give the Applicant the option of rescheduling or cancelling the Application; and
- (d) Grant Broadcasters does not guarantee the availability of Session Times or placements and will not be liable to the Applicant for failure to provide the requested time or placement.

4.2 **Reasonable endeavours as to format:** Subject to these T&Cs, Grant Broadcasters will use its reasonable endeavours to broadcast or publish Advertisements submitted by Applicants in the format submitted by the Applicant, but the Applicant acknowledges that it will not always be possible or feasible to use the format submitted by the Applicant.

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4.3 Errors:

- (a) It is the responsibility of the Applicant to notify Grant Broadcasters of any error in or in relation to an Advertisement immediately it is aired or appears. Unless so notified, Grant Broadcasters accepts no responsibility for any recurring error or any loss or claim from the Applicant or any third party relating to that error.
- (b) In the event that the Applicant notifies Grant Broadcasters of an error as required by clause 4.3(a) and the error is not in any way directly or indirectly caused by the Applicant, then Grant Broadcasters will provide the Applicant replacement Advertising at no additional Fee in full and final compensation for the error.

5. CONTENT OF ADVERTISEMENTS:

5.1 **Warranty:** The Applicant undertakes and warrants to Grant Broadcasters and GB Media that no Advertisement or Campaign will:

- (a) breach or infringe:
 - (i) the *Broadcasting Services Act 1992 (Cth)*;
 - (ii) any laws of defamation or privacy in any jurisdiction in which the Advertisement will be broadcast or published;
 - (iii) laws affecting publication of court or tribunal materials;
 - (iv) copyright, trade mark or other intellectual or moral property rights of any person or entity;
 - (v) the *Competition and Consumer Act 2010 (Cth)*;
 - (vi) any laws relating to therapeutic goods, financial services, anti-discrimination, or political publication;
 - (vii) any ancillary regulations, standards or codes of practice to those listed above in this clause 5.1(a) or any other State or Commonwealth legislation, rule or ordinance relating to advertising in any medium;
- (b) contain material that is obscene, offensive, derogatory towards any sector of society or that is otherwise unsuitable for publication; or
- (c) give rise to any liability on Grant Broadcasters or GB Media, cause Grant Broadcasters or GB Media to be in breach of any law by virtue of producing, broadcasting or publishing the Advertisement or Campaign, or result in a claim being made against Grant Broadcasters or GB Media.

5.2 **Third Party Consents:** The Applicant is responsible for obtaining, and must obtain, all third party authorisations, consents, approvals or permissions necessary or desirable for the broadcast or publication by GB Media of all Advertisements.

5.3 **No duty to review:** Grant Broadcasters owes no duty to the Applicant to review, approve or amend any Advertisement and no review, approval or amendment by Grant Broadcasters will affect the Applicant's responsibility for the content of the Advertisement.

5.4 **Intellectual property in Production Content:**

- (a) Grant Broadcasters owns and retains all copyright and other intellectual property rights in relation to Production Content.
- (b) The Applicant obtains no rights in relation to Production Content or in relation to any content or materials supplied by Grant Broadcasters.
- (c) The Applicant must not use the Production Content for any purpose other than advertising through Grant Broadcasters and the Production Content must otherwise be kept strictly confidential by the Applicant.
- (d) The Applicant must return all Production Content held by the Applicant to Grant Broadcasters at the end of the Campaign, unless otherwise agreed in writing.
- (e) If Grant Broadcasters gives written consent to the Applicant to continue to use Production Content, Grant Broadcasters may require the Applicant to pay a licence fee for such use.
- (f) This clause 5 does not in any way derogate from Applicant's obligations or liabilities in relation to Advertisements made using Production Services.

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6. PAYMENT:

6.1 **Time for payment:** Unless a GB Media has directed an Applicant to pay at a specific time or within a specific period, the Applicant must pay all Fees relating to the Advertising and/or Production Services:

- (a) if the Applicant has a Commercial Credit Account, then in arrears on the last business day of the month following the date of invoice or adjustment, or as otherwise stipulated by the Applicant's Commercial Credit Account terms; or
- (b) if the Applicant does not have a Commercial Credit Account or if the Applicant's Commercial Credit Account limit has been reached, then in advance, seven (7) days before the first day of the scheduled Advertising.

6.2 **Failure to pay:** Without limiting any other rights available to Grant Broadcasters, in the event that the Applicant fails to comply with clause 6.1, Grant Broadcasters may in its absolute discretion:

- (a) terminate the Applicant's Commercial Credit Account (if any) and immediately seek recovery of all monies owed by the Applicant from the Applicant and/or the guarantor (if any);
- (b) suspend or cancel any Advertising scheduled for the Applicant;
- (c) recover from the Applicant all costs relating to any action taken to recover monies from the Applicant; and
- (d) charge interest at seven percent (7%) above the 90-day Bank Accepted Bill Rate published by the Reserve Bank of Australia on all outstanding monies.

6.3 GST:

- (a) Unless otherwise stated, all amounts payable by the Applicant to Grant Broadcasters for Advertising or Production Services under these T&Cs are exclusive of GST.
- (b) The Applicant agrees to pay any GST liability to Grant Broadcasters (in addition to the amounts payable for supply of Advertising or Production Services) upon receipt of a valid tax invoice from Grant Broadcasters.

6.4 **No Set-Off or Counterclaim:** The Applicant agrees that it will not exercise any rights of set-off or counterclaim in relation to any amounts payable by it under these T&Cs.

7. PRIVACY:

- (a) Grant Broadcasters collects personal information about Applicant to assist in providing the goods or services the Applicant has requested, to improve products and services provided by Grant Broadcasters, for the purposes described in the privacy policy at <http://grantbroadcasters.com.au/about-us/privacy-policy> and for any other purposes described at the time of collection.
- (b) Grant Broadcasters may contact the Applicant about goods, services or promotions which may be of interest to the Applicant. Grant Broadcasters may also share the Applicant's information with other persons or entities, including but not limited to GB Media, who assist Grant Broadcasters in providing its goods and services.
- (c) The Applicant consents to the use and disclosure of information by each Grant Broadcasters entity in accordance with the privacy policy, and as contemplated under these T&Cs.
- (d) The privacy policy at <http://grantbroadcasters.com.au/about-us/privacy-policy> sets out further information, contact details and procedures for access, correction and complaints relating to personal information.

8. RELEASE AND INDEMNITY:

8.1 The Applicant continually releases and indemnifies Grant Broadcasters and each of its directors, employees and agents against all liability, losses, costs (on a full indemnity basis), damages, expenses and claims (whether threatened or actual) by any person which arise wholly or partially, or directly or indirectly, from:

- (a) any Application, the Production Services or the broadcasting or publication of any Advertisement by GB Media; or
- (b) any representation or omission made by or on behalf of Grant Broadcasters inducing the Applicant to purchase Production Services or Advertise with GB Media;
- (c) in respect of Production Services and any Advertising, any issues relating to (without limitation) quality control, equipment failure, delay, force majeure, including sound quality issues, delay in transmission, failure of the world wide web or any telecommunications structure or broadcasting devices.

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8.2 The Applicant will indemnify and keep indemnified Grant Broadcasters against all claims, demands, proceedings, damages, costs, expenses (including legal expenses), losses or any other liability whatsoever arising directly or indirectly, from or in connection with a breach by the Applicant of any provision of these T&Cs or any of the terms conditions and policies referred to in clause 12.

9. LIMITATION OF LIABILITY:

9.1 Nothing in these T&Cs excludes, restricts or varies any rights or remedies under the Australian Consumer Law in the *Competition and Consumer Act 2010* (Cth) (**ACL**) that cannot be excluded, restricted or modified.

9.2 Subject to clause 9.1 but otherwise to the maximum extent permitted by law, Grant Broadcasters excludes all liability for any costs, expenses, losses and damages suffered or incurred by the Applicant or any third party in connection with any Application, Production Services or any Advertising broadcast or published by GB Media whether that liability arises in contract, tort (including by Grant Broadcasters' negligence) or statute. Without limitation, Grant Broadcasters will not be liable for any indirect or consequential losses, including loss of profits, loss of revenue and loss of bargain or business opportunity arising out of or in connection with these T&Cs, any Application, Publication Services or any Advertising published or broadcast by GB Media (even if Grant Broadcasters was aware of the possibility of such losses or if such losses were otherwise foreseeable).

9.3 Failing exclusion under clause 9.2, Grant Broadcasters limits its liability, at its discretion, to:

- (a) the re-supply of Advertising or Production Services; or
- (b) the payment of the Applicant's cost of having the Advertising or Production Services supplied again.

10. NO REPRESENTATIONS:

10.1 Subject to clause 9.1 above:

- (a) Grant Broadcasters disclaims and excludes all warranties, representations and claims in relation to the potential benefits of the Production Services or Advertising provided to the Applicant;
- (b) the Applicant acknowledges that it has not relied on any such representations; and
- (c) the Applicant will be deemed to have made each Application with full knowledge that the Production Services or Advertising would not necessarily meet desired outcomes or objectives.

11. BREACH AND DEFAULT :

11.1 If the Applicant:

- (a) commits a breach of any of these T&Cs, or any terms or conditions of any Application or any Commercial Credit Account and fails to remedy such breach within fourteen (14) days after being served with a notice by Grant Broadcasters specifying the nature of the breach; or
- (b) commits an act of bankruptcy (in the case of an individual), or is unable to pay its debts as and when they fall due, enters into any arrangement with its creditors other than in the ordinary course of business, passes a resolution for administration, winding up or liquidation (other than for the purposes of re-organisation or reconstruction), has a receiver, manager, liquidator or administrator appointed to any of its property or assets or any petition is presented for its winding up (all in the case of a body corporate), or threatens to cease carrying on business; then

Grant Broadcasters may (without limitation) exercise any of the rights contained in clause 6.2 above.

12. PRIORITY OF T&Cs:

12.1 **Entire agreement:** Subject to clause 12.2 below, these T&Cs together with each Application and the terms of the Applicant's Commercial Credit Account (if any) embody the entire agreement between the parties and all previous dealings, representations and arrangements are hereby excluded and deemed void.

12.2 **Inconsistency:** To the extent that any Application submitted by the Applicant attempts to include the Applicant's own terms that are not expressly agreed and are inconsistent with these T&Cs, those terms will not apply.

12.3 **Additional terms and policies:** The Applicant acknowledges that all Advertising and Production Services provided by Grant Broadcasters will be in accordance with and subject to any specific conditions or policies notified to the Applicant or generally published by Grant Broadcasters from time to time, including but not limited to the privacy policy, and the specifications for format content and deadlines. Those conditions and policies are hereby incorporated into these T&Cs.

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- 12.4 **GB Media terms:** Where a Grant Broadcasters acts as an agent in selling advertising inventory for an entity which is not listed in clause 14, these T&Cs will apply in addition to the terms imposed by the relevant GB Media entity.
- 13. GENERAL:**
- 13.1 **Jurisdiction:** These T&Cs are governed by the laws of the relevant state or territory listed in clause 14 and each party submits to the exclusive jurisdiction of that relevant state or territory and the Courts of Appeal therefrom. Where Applicant is applying for a national Campaign or where there is any doubt then the relevant jurisdiction will be New South Wales.
- 13.2 **Severability:** If any provision of these T&Cs is held illegal or unenforceable, then such illegality or unenforceability shall not affect the remaining provisions of these T&Cs, which shall remain in full force and effect.
- 13.3 **Amendment:** Grant Broadcasters may amend these T&Cs at any time in its sole discretion. The amendment(s) will be deemed to apply and the Applicant will be deemed to be notified when the amended T&Cs are published by Grant Broadcasters, provided that:
- (a) such amended T&Cs will not affect existing Advertising; and
 - (b) Grant Broadcasters may agree in writing with the Applicant after publication of the amended T&Cs that the amendment will not apply to specific ongoing Campaigns.
- 13.4 **Assignment:** Grant Broadcasters may sell, assign, declare a trust over or otherwise deal with its rights under T&Cs without being required to obtain the Applicant's consent.
- 13.5 **Several entities:** Each reference in these terms and conditions to Grant Broadcasters is a reference to the relevant Grant Broadcasters entity listed in clause 14 and, where there is more than one relevant Grant Broadcasters entity, to each of them severally.
- 13.6 **Confidentiality:** All information supplied by Grant Broadcasters to the Applicant in relation to finances and affairs, media locations, contracts, pricing, methods of business and any other information which is designated confidential by Grant Broadcasters or ought reasonably be regarded as confidential is confidential to Grant Broadcasters and the Applicant must maintain and ensure that its officers, employees, contractors and consultants maintain strict confidentiality in respect of such confidential information.
- 13.7 **No waiver:** If at any time Grant Broadcasters does not enforce any of these T&Cs or grants the Applicant time or other indulgence, Grant Broadcasters shall not be construed as having waived that term or condition or its right to later enforce that or any other term or condition.
- 14. LIST OF GRANT BROADCASTERS ENTITIES:**

Entity	ABN	Jurisdiction
Grant Broadcasters Pty Ltd	65 000 667 470	NSW
Geelong Broadcasters Pty Limited	13 056 385 187	VIC
Southern Publishers Pty Limited	13 101 848 408	VIC