

Website Terms and Conditions of Use

1. Terms and Conditions

- 1.1 These terms and conditions apply to the website of 97.3 Coast FM/91.7 The Wave (the **Website**) and all forms of use and access associated with it.
- 1.2 The Website is owned and run by West Coast Radio Pty Ltd (ACN 009 090 671) (**we, our or us**).
- 1.3 By accessing and using this Website you (**you or your**) agree to be bound by these Terms and Conditions as well as any other sets of terms and conditions, or policies, or similar, which may be applicable (such as, the Competition Policy).
- 1.4 These Terms and Conditions operate in addition to, and independently of, our Competition Policy, Contest Rules, sets of terms and conditions, or policies, or similar, or any other agreement in any form between us and any person(s). To the extent of any inconsistency between these Terms and Conditions and any other agreement, which agreement prevails will be our decision, made on a case-by-case basis unless said otherwise.
- 1.5 We may change these Terms and Conditions at any time. Such changes will be made through the updating of this posting. A notice will be displayed on the front page of the Website. The revised terms take effect at the time of posting.

2. Usage and Licencing

- 2.1 The Website, all information contained in and/or deriving from it, and all related content:
 - 2.1.1 if categorised as intellectual property, is owned by us, and is subject to copyright and other intellectual property laws and rights;
 - 2.1.2 is available for you to download onto your personal computer, or print hard copies of, but only to the extent necessary to view such information;
 - 2.1.3 is provided for your personal, non-commercial use only. We grant you a limited, non-transferable licence to do this;
 - 2.1.4 must only be used and/or viewed by you in compliance with all relevant laws, standards, regulations and codes; and
 - 2.1.5 must not be used, reproduced, uploaded, posted, listed, linked to, distributed, published, communicated to the public by any medium, changed, modified, be included in works or materials, or transmitted in any other medium (electronically or otherwise),

without express written consent from us. We can withdraw such consent at any time without notice.
- 2.2 Persons under 18 years of age must have the consent of their parent or guardian before accessing or using this Website.
- 2.3 In certain circumstances it is, or may become, possible for Website users and/or viewers to submit certain information or files to us or other Website users via the Website, email or another form of electronic transmission (**Contribution**). When making a Contribution(s) is possible:

2.3.1 each Contribution, and the information contained in each Contribution, is the sole responsibility of the contributor(s). We do not accept any responsibility whatsoever for anything contained in any Contribution(s), including the infringement of any copyright or other intellectual property laws or rights relating to that Contribution, or the content contained in such a Contribution, may infringe;

2.3.2 we reserve the right to examine, move or remove any Contribution(s); and

2.3.3 we reserve the right to use, copy, sublicense, adapt or publish the Contribution(s), or any information contained in them, in any reasonable manner as we see fit, whether in written, electronic, visual, audio and/or any other form.

2.4 We (or people authorised by us) may gather and process information:

2.4.1 which you may provide when accessing the Website, such as your name, address, email address and other personal information about you; and

2.4.2 regarding the way in which you use the Website including, without limitation, information acquired through the use of "cookies" programmed during the accessing of the Website.

2.5 We may authorise others to offer you goods and services using the information acquired under clauses 2.4.1 and 2.4.2 above.

2.6 In the case of any information we may gather about you our Privacy Policy will apply.

2.7 We may terminate your access to the Website at any time, via any means or method, and without giving any explanation or justification for the termination of such access, and we will have no liability for any costs, losses or damages of any kind arising as a consequence of terminating access to the Website.

3. **Liability and Indemnity**

3.1 We are not liable to you for:

3.3.1 errors, inaccuracies, failures or omissions in the Website, or linked sites on the Web;

3.3.2 delays to, interruptions of or cessation of the services provided in or on the Website, or linked sites; and

3.3.2 defamatory, offensive (including in relation to age, sex or race) or any illegal conduct of any user of the Website,

whether caused through our negligence, our employees or independent contractors we use, or through any other cause. You agree to accept the full cost of any necessary repair, correction and maintenance of any of your computer software or hardware, which may be necessary as a consequence of you accessing the Website or using materials from the Website.

3.2 To the maximum extent permitted by law, we do not accept any liability for any damage, harm, loss or expenses suffered by any use, viewing, Contribution, or any other utilisation of this Website. Such damage, harm, loss or expenses include (but are not limited to) those occurring through business use (for example, loss of data or profits), viewing, Contribution or any other utilisation of this Website.

3.2 When a person uses, views, makes a Contribution, or utilises the Website in any way which results in any damage, harm, loss or expenses to be suffered by us or the Website, we will

hold such person liable for such damage, harm, loss or expenses. Furthermore, in such situation(s), such person(s) agrees to indemnify us against any damage, harm, loss or expenses suffered by us.

3.4 Paragraphs 3.1 – 3.3 above may not apply to you in jurisdictions in which limitations on or exclusions of warranties or liabilities are not permitted by law. In such circumstances and to the full extent permitted by law, our liability for any implied warranty or condition is limited, at our election, to the following:

3.4.1 the supply of any services again; or

3.4.2 the payment of the cost of having any services supplied again.

4. **Warranties**

4.1 We do not warrant, guarantee or make any representation that:

4.1.1 the Website, or the server that makes the Website available on the Web is free of software viruses or other malicious program code;

3.4.2 the functions contained in any software contained on the Website will operate uninterrupted or are error-free; and

3.4.3 errors and defects in the Website will be corrected.

5. **Links, Advertisements and Third Parties**

5.1 We are not responsible for:

5.1.1 the use of, any information contained in, any representations made by, or any form of correspondence and/or dealings with;

5.1.2 the quality or supply of any goods or services represented or sold by, or purchased from; and

5.1.3 any damage, harm, loss or expenses including (but not limited to) those occurring through business use, suffered from,

any websites or other sources of information or contact, that have a link, advertisement, or any other details in any other form, on this Website. This applies where such websites or other sources of information or contact were accessed directly, indirectly, or in any other way, through the Website.

5.2 The presence of any websites or other sources of information or contact, that have a link, advertisement, or any other details in any other form, on this Website, does not mean that we in any way endorse, promote, approve of, agree with the ideas of, or are affiliated or associated with the owners of, such websites or other sources of information or contact.

6. **Complaints**

6.1 Complaints relating to our radio programming content are handled in accordance with the complaints process set out in the *Commercial Radio Codes of Practice*. All other complaints should be made in writing to the attention of 'The Station Manager' at the address published on this Website. Our Listener Complaint Form and the Codes may be downloaded [here](#).

7. **General Matters**

7.1 These Terms and Conditions are governed by West Australian law. The parties submit to the exclusive jurisdiction of the Courts and Tribunals of Western Australia.

7.2 If any part of these Terms and Conditions are invalid, illegal or unenforceable:

7.2.1 in a particular jurisdiction, the particular item will be removed for that particular jurisdiction only and remain in force in any other relevant jurisdiction; and/or

7.2.2 the invalid, illegal or unenforceable part is to be given effect to the greatest extent possible and the remainder of these Terms and Conditions will remain in full force.

7.3 Upon a breach of any of these Terms and Conditions by any person(s), our hesitation or lack of action taken in regard to such breach, does not in any way imply a waiver by us of our right to act with respect to that particular breach or subsequent or similar breaches.

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