

Online Terms and Conditions

Every advertiser and advertising agency who lodges an advertisement for publication (Advertiser) on a web site operated by West Coast Radio Pty Ltd (Publisher) 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) "Insertion Order" means a purchase order (or similar) submitted by the Advertiser to us requesting us to promote, display and/or otherwise advertise material in accordance with these terms and conditions and the terms of any such Insertion Order.

A. ADVERTISING CONDITIONS

1. We may at our absolute discretion refuse to publish 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 Insertion Order.
2. We may, at our sole discretion and without prior consultation or notice to you, amend (or not publish) any advertisement in any terms whatsoever, if we perceive the publication 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 an advertisement is at the discretion of Publisher except where expressly agreed in writing by Publisher.
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 publish an advertisement; or (b) our failure to publish 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 Insertion Order. In the case of (b), the amount payable under the Insertion Order may be reduced at our sole discretion.
5. We reserve the right to vary the placement and/or format of advertisements across the web site. 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 publish an advertisement in accordance your request and/or an Insertion Order.

6. If we have quoted a rate to publish a specific quantity of advertising over a specific period and a lesser quantity is submitted for publication within that period, then what is published within that period shall be costed at whatever rate is necessary to generate the expenditure which would have been incurred had the full agreed volume been published.
7. We may head 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.
8. We may (at our sole discretion) amend these terms and conditions at any time without notice to you or any other third-party
9. 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 publication of a campaign.
10. We make no representation or warranty in relation to the number of visitors to our websites or the number of impressions at any site except for any made expressly in writing by us.
11. We will measure online display and banner advertising (including impressions delivered and clicks achieved) and results from you, your Customer or third party will not be accepted for the purposes of West Coast Radio Pty Ltd's billing and assessment of advertising.
12. If you fail to pay for the advertising services in accordance with the terms of any Insertion Order 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 published;
 - 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 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
 - f. exercise any other rights we have at law.

B. CREATIVE CONDITIONS AND SPECIFICATION

1. All advertising material (in whatever form) must be received no later than five (5) working days prior to the campaign start date.
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 publication of the advertisement will be considered to have commenced as of the date on the Insertion Order.

3. It is the advertiser's responsibility to arrange and manage re-directs with third party ad-servers and provide such third party with the creative and lead time requirements. The Publisher will not compensate clients for campaigns which are affected or delayed in any way by third party ad-server re-direct problems. We may at our absolute discretion remove any redirects from our network that are delayed in serving advertisements.

4. All click-through URLs must enable the browser's back feature to allow users to return to our web site.

C. GST

All rates and charges contained in this Insertion Order are quoted exclusive of GST, including under the total invoice amount. The Publisher 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 advertisement or campaign must be received in writing no later than 21 days prior to the commencement of a campaign in order to receive a 100% refund. Any cancellations made after this time will be subject to a minimum cancellation fee of 100% of the total cost of the entire campaign. Campaigns cancelled at the request of the Advertiser after the campaign has commenced will not be entitled to a refund of any unused portion of the campaign.

2. The Insertion Order is valid for 72 hours from the time it is provided to you. We cannot guarantee (and make no warranty or representation in this regard) that the order is or will be fulfilled within that time frame.

3. These terms and conditions form part of the Insertion Order and are binding on us and you upon the execution of any Insertion Order.

E. WARRANTY AND INDEMNITY

1. By lodging material including electronic material or data for publication or authorising or approving the publication of any material with the Publisher, you warrant that the material complies with all relevant laws and regulation and that its publication 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 publication breaches the Trade Practices Act 1974 (Cth), Copyright Act 1968 (Cth), Fair Trading Act 1987 (WA), 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 publication or authorising or approving the publication 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 publication 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 publication 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 collect your personal information to assist us in providing the goods or services you have requested and to improve our products and services you have requested and to improve our products and services may be in touch to let you know about goods, services or promotions which may be of interest to you. We may also share your information with other persons or entities that assist us in providing our services. If you would prefer us not to, please write to our privacy officer at you can gain access to your personal privacy officer.

2. 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.

3. 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 Insertion Order 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 Insertion Order.