



RACING AND WAGERING WESTERN AUSTRALIA

Advertising - Terms and Conditions

(Note: Please read carefully prior to acceptance of this agreement. An executed copy of this agreement will be provided for your records, please retain this document along with any confirmation emails)

These terms apply to all advertising provided to any person ('Customer') by Racing and Wagering Western Australia (RWWA) ABN 21 347 055 603. Customer includes an advertiser on whose behalf Advertising is placed and any media company or agency that arranges the Advertising for its clients.

The Parties Agree:

1. DEFINITIONS AND INTERPRETATION

1.1 In these Terms and Conditions:

Advertising means the advertising airtime on the RWWA radio station – TABradio;

Business Days means weekdays excluding Saturdays, Sundays and public holidays in the state of Western Australia;

Campaign means the advertising campaign undertaken by a Customer;

Customer means any person who advertises with RWWA and for the purposes of these Terms and Conditions, except where expressly excluded, includes Advertising Agencies;

Fee means the amount to be invoiced by RWWA and payable by the Customer as set out in any schedules and/or attachments, including a RWWA Sales Agreement Schedule or Media Plan.

GST means a tax, duty, levy, charge or deduction, imposed by or under a GST law;

GST law means the same as in the *A New Tax System (Goods and Services Tax) Act 1999* (Cth);

Live Read means product advertising material read live on-air;

Material means any written or audio Advertising;

Production Fee means the amount to be invoiced by RWWA and payable by the Customer for production of material;

RWWA Radio Station means TABradio broadcast on various frequencies in the state of WA; or worldwide by phone or internet.

RWWA Sales Agreement Schedule and Media Plan means an agreement between RWWA and the Customer for the sale and broadcast of Advertising on the RWWA Radio Station.

Session Times means give or take 15 minutes either side of the scheduled advertising spot in the Media Plan;

Supply has the same meaning as in the *A New Tax System (Goods and Services Tax) Act 1999* (Cth);

Termination Date means the termination date of the Campaign; and

Terms and Conditions means these Terms and Conditions together with any schedules and/or attachments including a RWWA Sales Agreement or a Media Plan.

2. BROADCAST OF COMMERCIALS

2.1 Advertising will be booked subject to availability within the session identified in the Media Plan as agreed between RWWA and the Customer.

2.2 If, as determined by both parties acting reasonably, a commercial:

- (a) airs incorrectly;
- (b) out of a scheduled Session Time;
- (c) adjacent to a competitor product without the Client's prior approval; or
- (d) is not broadcast,

RWWA will, subject to availability, "make good" the commercial by scheduling the same commercial correctly in a scheduled Session Time, agreed by the Customer, not adjacent to any competitor product. The Customer has 3 months from the date the discrepancy is notified to the Customer to claim a make good.

2.3 Subject to these Terms and Conditions, RWWA will use its reasonable endeavours to broadcast advertising submitted by the Customer in the format submitted by the Customer and in accordance with the Customers placement instructions. However, the Customer acknowledges that RWWA reserves the right to vary the placement or formatting of any Advertising submitted by the Customer to RWWA or developed for the Customer by RWWA.

2.4 Without limiting any other rights available to RWWA, RWWA reserves the right to at any time and for any reason in its absolute discretion to suspend, terminate, reject, amend, withdraw or refuse to broadcast any Material and RWWA shall have no liability to the Client for doing so.

3. ADVERTISING CONTENT

3.1 The Customer provides the following warranties in relation to all Material submitted by it to RWWA:

- (a) its format and content will be suitable for broadcast;
- (b) it will comply with any RWWA specifications and guidelines;
- (c) it will comply with applicable laws, regulations, advertising and broadcasting codes and standards;
- (d) it will not include any material that breaches any third party intellectual property or other rights, or any duty of confidence;
- (e) it will not contain any defamatory material or material in contempt of any court, tribunal or royal commission;

3.2 Live read scripts are subject to approval by RWWA.

3.3 The Customer grants RWWA the right to reproduce any advertising material submitted by the Customer on the RWWA Radio Stations.

4. CANCELLATION OF BOOKINGS

4.1 The Customer may cancel Advertising by giving the RWWA Manager TABradio written notice at least two days before the scheduled start date of any advertising airtime. Where less than two days notice is given before the scheduled start or after any material is produced by RWWA, a Production Fee will be payable to RWWA by the Customer.

5. CONFIDENTIALITY

- 5.1 The contents of any proposals or scripts connected with these Terms and Conditions, including a RWWA Sales Agreement Schedule or Media Plan, are strictly confidential and remain the property of RWWA.
- 5.2 The Customer must not copy, reproduce or disclose the contents of any related proposals or scripts, including a RWWA Sales Agreement Schedule or Media Plan, to any person without the prior consent of RWWA.

6. INTELLECTUAL PROPERTY

- 6.1 The Customer acknowledges that:
- (a) all rights, title and interest in the material and any other material created by RWWA, its employees or agents (including copyright) (the **Intellectual Property**) not specifically granted to the Customer pursuant to the terms of these Terms and Conditions are hereby expressly reserved by RWWA;
 - (b) RWWA is permitted to use the Intellectual Property on the RWWA Radio Stations or as otherwise permitted under these Terms and Conditions for the duration of the Campaign;
 - (c) at the end of the Campaign:
 - i. all rights granted under these Terms and Conditions will revert to RWWA;
 - ii. RWWA may require delivery of any material containing its Intellectual Property; and
 - iii. any further right to use the Intellectual Property by the Customer may occur only after written agreement is obtained from RWWA and may be subject to a licence fee.
- 6.2 Nothing in these Terms and Conditions should be construed as granting the Customer any right to use any RWWA Radio Station trade mark, logo or artwork.

7. RELEASE AND INDEMNITY

- 7.1 The Customer forever releases RWWA together with its employees and agents from, and RWWA accepts no responsibility or liability for, any loss or damage arising in any way from or in connection with:
- (a) the placement of, any delay or failure to publish or broadcast, or any errors in the content of, the Material;
 - (b) any representation or omission made by or on behalf of RWWA inducing the Customer to advertise with RWWA and the Customer shall be deemed to have accepted these Terms and Conditions with full knowledge that the Advertising would not necessarily meet desired outcomes or objectives;
 - (c) any sound quality issues or delay in transmission relating to any Advertising; or
 - (d) failure any telecommunications structure or broadcasting devices, including digital broadcasting devices.
- 7.2 The Customer will indemnify and keep indemnified RWWA 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 Customer of any provision of these Terms and Conditions.

8. ADVERTISING FEES

8.1 The Advertising fee will be the fee as determined in the Media Plan.

8.2 All Advertising fees must be paid within 30 days of the invoice date.

8.3 Payment options as defined on each invoice.

Signed for and on behalf of The Customer

_____	_____	_____	_____
Authorised Officer	Name (print please)	Title	Date

Signed for and on behalf of RWVA

_____	_____	_____	_____
Authorised Officer	Name (print please)	Title	Date