



WAGGAWAGGA.TV TERMS OF USE, PURCHASE TERMS AND CONTENT POLICY

WHO ARE WE

waggawagga.tv advertising products are supplied by Admel Nominees Pty Ltd ATF the Adam Drummond Family Trust (ABN 35 867 787 807) and its related bodies corporate (trading as waggawagga.tv). Our business address is:

Level 1, Suite 25/54-56 Fitzmaurice Street, Wagga Wagga NSW 2650.

In these terms and conditions, where we refer to "us", "we" or "our", we are referring to Admel Nominees Pty Ltd ATF the Adam Drummond Family Trust, trading as waggawagga.tv.

PURCHASE TERMS

The websites that form the network of waggawagga.tv sites are owned and operated by Admel Nominees Pty Ltd ATF the Adam Drummond Family Trust (trading as "waggawagga.tv").

These terms govern your purchase of any product available through the waggawagga.tv Media Sites. These terms form part of the general terms and conditions governing the material on, use of and access to the waggawagga.tv Media Sites. waggawagga.tv may change these Purchase Terms from time to time. If we do, any amendments will be posted on the waggawagga.tv Media Sites under the tab "contact us" and also within the tab "Blog". If you object to any changes to these Purchase Terms, your only remedy is to cancel your Purchase before 14 days after the changes come into effect (in which case, no cancellation fee will apply). If you do not cancel your Purchase within that period, you will be deemed to have accepted all changes.

REGISTRATION, AUTHORISED USE, SECURITY & MONITORING

Your Purchase will not be valid unless and until waggawagga.tv accepts your payment by either direct debit, credit card payment or bank transfer. waggawagga.tv will initiate your purchase within 7 days of receiving payment from you. The deadline for all payments to be made are Friday at 5pm AEST. Product placements within the broadcast will then occur after 9pm the following Friday at the latest, unless otherwise stipulated by either party prior to broadcast, unless payment is for the purpose of Show Sponsorship, in which case broadcast of your placement will occur 7 days after the completion of said program.

PURCHASE CHARGES

For the current fees for products, services and other features offered in connection with the waggawagga.tv site, please go to the "Advertise with Us" tab on the waggawagga.tv Media site. waggawagga.tv reserves the right to change the fees it charges for products, services or features offered in connection with the waggawagga.tv, or introduce new fees, from time to time. If such a change increases the price payable by you for your existing products or services (including your Purchase), waggawagga.tv will provide you with no less than one month's prior notification of any such change. If you object to any such change, your only remedy is to cancel your Purchase before 14 days after the change comes into effect (in which case, no cancellation fee will apply). If you do not cancel your Purchase within that period, you will be deemed to have accepted the change.

Unless stated otherwise by waggawagga.tv, in order to register for or purchase a service or product, you must submit valid credit card details. Valid payments will be processed immediately or, if applicable, immediately upon the expiry of your free trial Purchase (if applicable). If you are paying by cheque then your Purchase commences on the day that your cheque is cleared by our bank (ANZ Wagga Wagga). If, subsequently the cheque you sent is not cleared, your Purchase will be cancelled and you will have to make a new payment.

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Whether you pay by credit card, direct debit or direct bank transfer you will be given notification via email of the commencement of your Purchase.

Unless you notify us otherwise, Purchase fees and all other fees and charges associated with your Purchase (including, but not limited to, any applicable federal, state, and local taxes) will be billed automatically to the credit card you provide when registering for the applicable service or debited from your nominated account if via direct debit. If you do not notify us of changes to your billing details, waggawagga.tv will assume that all of the information related to your credit card and bank account details remain valid and will submit to the card processor or bank merchant facility all information that it requires for approval.

If any Purchase fees or other charges billed to your credit card are not processed for any reason, waggawagga.tv shall have the right to suspend your Purchase until such Purchase fees or other charges are paid in full. You agree to pay all costs (including legal fees) incurred by waggawagga.tv in collecting any unpaid Purchase fees or other charges from you. If payment in full is not received from you, waggawagga.tv reserves the right to cancel your Purchase. Purchase fees will apply whether or not you actually use your Purchase.

Unless stated to be otherwise, charges referred to for use of any services provided by waggawagga.tv are GST exclusive. Where GST applies, upon payment for online credit by you, waggawagga.tv will add the GST it incurs from each payment and waggawagga.tv will issue you with a Tax Invoice at the end of the tax year upon your request (which can be made to info@waggawagga.tv "Attention Accounts"). The balance of the payment will be credited to your account. GST means the Australian goods and services tax charged under A New Tax System (Goods and Services Tax) Act 1999 (the "Act"). Tax invoice means tax invoice as defined by the Act.

TERMINATION OR CANCELLATION OF YOUR PURCHASE

Subject to any conditions and cancellation fees noted below, you may cancel your waggawagga.tv Purchase at any time by calling customer service on 0269 71 7771 or by emailing info@waggawagga.tv - You cannot suspend your Purchase to any waggawagga.tv product purchase.

Excluding purchases relating to the local business directory on the waggawagga.tv media site no refund will be paid (and no cancellation fee will apply) in relation to month-to-month purchases, trial purchases, or yearly purchases cancelled within the first 6 months after the Purchase start date (such as VIP 12 month packages).

If you cancel a yearly Purchase between 6 and 12 months after the Purchase start date you will generally be entitled to a pro rata refund for any unused months, however, you will also be liable for a cancellation fee of \$99 + GST (for administration and associated costs).

Including the local business directory on the waggawagga.tv media site, all month-to-month purchases will continue until the next billing date after you notify us that you wish to cancel your Purchase (provided you give us at least 24 hours' notice prior to your next billing date). For the purposes of these Purchase Terms, "billing date" means the date in any month that you commenced your Purchase (for example, the 15th of each month).

For yearly purchases, we will contact you within a reasonable time before the expiry of your Purchase term to give you the opportunity to OPT OUT of renewing your waggawagga.tv Media Site Purchase for a further year. If you fail to opt out, your Purchase will automatically renew on the Purchase expiry date, at the then current yearly Purchase rate, and you will be charged accordingly. You may upgrade or downgrade your paid Purchase at any time by calling customer service on 0269 71 7771 or by emailing info@waggawagga.tv

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When you provide us with notice to cancel your Purchase, you will still be registered for and have access to the FREE package of the local business directory at no charge.

waggawagga.tv may immediately cancel your Purchase, without notice or liability (including for any refund or credit to you), if we determine, acting reasonably, that: (i) you have breached any portion of these Purchase Terms or the general terms and conditions for use of the waggawagga.tv Media Site or (ii) your use of or access to the waggawagga.tv Media Site(s) violates any applicable law or regulation or otherwise inhibits any other user or viewer from using or accessing the waggawagga.tv Media Site or any other service offered by waggawagga.tv on the waggawagga.tv Media Site.

waggawagga.tv also reserves the right to cancel your Purchase for any reason, provided that we give you written notice of such cancellation and, in the event of cancellation, pay you a pro-rata refund for the outstanding portion of your Purchase.

None of the foregoing limits any other legal, equitable, or contractual rights available to waggawagga.tv.

COOLING OFF PERIOD - TELEMARKETING AND DOOR TO DOOR SALES

Customers who purchase advertising products valued at \$100 or more via a waggawagga.tv sales channel including but not limited to, telemarketing, door-to-door sales, salesperson instigated relationships, have the right to cancel their Purchase within 5 business days from and including the day after you received these terms and conditions. Customers who purchase through this channel will not be charged a cancellation fee if they cancel the Purchase during the cooling off period.

If you change your mind and wish to cancel the Purchase, you can cancel by emailing us at info@waggawagga.tv "Attention Accounts", by phone on 0269 71 7771, or by post to:

waggawagga.tv, L1, Suite 25/54-56 Fitzmaurice Street, Wagga Wagga NSW 2650.

http://www.consumerlaw.gov.au/content/acl_resources/downloads/revised_ACL_termination_notice.pdf

GIFT AND PROMOTIONAL PURCHASES

If you are the recipient of a gift or promotional Purchase, you acknowledge that your Purchase may be administered by the third party provider and may therefore be altered or cancelled at any time by such third party provider. You may upgrade your gift or promotional Purchase at any time at your own expense, however, if your underlying Purchase is cancelled by the third party provider you will need to renew the Purchase at your own expense in order to also continue with your upgrade.

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TRIAL TERMS

If you receive a free trial Purchase to a waggawagga.tv Media Site and/or application ("Trial"), it will begin on the date on which waggawagga.tv accepts your registration. During the Trial you will not be charged a Purchase fee. You may cancel or opt-out of the Trial prior to the expiry of the Trial online by calling customer service on 0269 71 7771.

However, if you do not cancel or opt out during the Trial, you will be automatically rolled onto a paid Purchase upon expiry of the Trial (either a month to month Purchase or yearly Purchase, depending on the option you have selected) and you be charged accordingly, unless otherwise stated during the signup process.

If you have previously received a Trial, you will not be eligible to receive another Trial. You understand that the Trial may not include certain information, functionality or services, as specified from time to time.

PRIVACY

waggawagga.tv collects your personal information in order to provide you with products and services requested by you, and for secondary purposes related to that purpose. Please refer to [waggawagga.tv's Privacy Policy](#) for more information, including: what kind of information we collect, how we collect it, why we collect it, how we use and disclose it, and how to seek access to and update your personal information. You can access the waggawagga.tv Privacy Policy at <http://waggawagga.tv/cms/privacy-policy/>. As a purchaser, you acknowledge that we may contact you during the term of your Purchase in connection with your Purchase and/or with other offers or information that might be of interest to you. Beyond your Purchase term, you also agree to receive communications relating to your lapsed or cancelled Purchase and other waggawagga.tv Media products and services for up to 36 months unless and until you notify us otherwise. If you do not wish to receive such communications, you can notify waggawagga.tv by email at info@waggawagga.tv "Attention Accounts" by phone on 0269 71 7771, or by post to: waggawagga.tv, L1, Suite 25/54-56 Fitzmaurice Street, Wagga Wagga NSW 2650.

PURCHASE TERMS

Definitions

In these terms:

"Additional Fees" means the additional fees specific to any service as set out in the Pricing Schedule or any other schedule.

"Client" means a customer or client of a Purchaser to whom Information may be provided, where permitted, subject to the Purchase Terms.

"Effective Date" means the date as set out in the Product Schedule, or if undated, the date of first availability of the Service for use by the Purchaser.

"waggawagga.tv" means Admel Nominees Pty Ltd ATF the Adam Drummond Family Trust trading as waggawagga.tv and its subsidiaries (of which waggawagga.tv is one);

"Fees" means the aggregate of the fees for the Information and fees for the Service, payable by the Purchaser to waggawagga.tv being bundled, packaged or amended as set out in the Pricing Schedule.

"GST" means GST as defined in the A New Tax System (Goods and Services Tax) Act 1999 ("the Act"). All other terms have the definitions in the Act and/or are construed in accordance with the Act. All brochures, pricing schedules, products and/or services provided through or by waggawagga.tv are indicated as plus (+) GST unless otherwise stated

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“Information” means information, in whatever form, provided as part of the Service or Products provide through or by waggawagga.tv

“Initial Term” means the “Initial Term” specified in the Purchase Agreement.

“Pricing Schedule” means the “Pricing Schedule” or “Product Brochure” annexed to the Purchase Agreement, including any updated or amended versions of it.

“Product Schedule” means the “Product Schedule” to the Purchase Agreement, including any updated or amended versions of it.

“Renewal Date” means the date immediately following the last date of the Initial Term.

“Representatives” means, in relation to the Purchaser:

1. agents of the Purchaser and each of its Subsidiaries;

“Service” means the information products and services available to the Purchaser through the Website, as set out in the Product Schedule, or any other service through which Information is supplied to the Purchaser by waggawagga.tv on www.waggawagga.tv

“Purchaser” means the entity set out in the Purchase Agreement with the details in the Product Schedule, and any Subsidiary.

“Purchase Agreement” means the signed Purchase letter agreement between the Purchaser and waggawagga.tv including the Product Schedule and the Pricing Schedule.

“Purchase Terms” means:

1. these Purchase Terms for Corporate Purchasers;
2. the terms of the Purchase Agreement;
3. the terms set out in the section of the “Purchase terms (pdf)” linked to the waggawagga.tv website above these Purchase Terms for Corporate Purchasers;
4. the “Conditions (pdf)” linked to the waggawagga.tv website; and
5. all other terms of use and disclaimers contained in or linked to the waggawagga.tv website.

“Subsidiary” means a subsidiary of the Purchaser within the meaning of the Corporations Act 2001 (Commonwealth) and, in the case where the Purchaser is controlled by a partnership, that partnership (and each of its partners).

“Term” means the Initial Term and all renewals and extensions.

“Trial Term” means the trial term of the Agreement which is the period of time set out in the Pricing Schedule or as agreed in writing by the parties, commencing on the Effective Date.

“User” means a Representative authorised by the Purchaser to Purchase on the Purchaser’s behalf.

“Web Content” means publicly available content which may be accessed through waggawagga.tv via links to third party sites on the internet, and which is identified within waggawagga.tv as being from the internet.

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Fees and Taxes

Unless otherwise expressly stated, all prices or other sums payable or consideration to be provided under this agreement are exclusive of GST.

If GST is payable on any taxable supply made or to be made under this agreement, the consideration payable will be increased by an amount equal to the amount of GST payable by the Purchaser. The Purchaser agrees to pay such GST amount on receipt of a proper tax invoice from waggawagga.tv.

The Purchaser shall have the right to withhold any applicable taxes from payments due under this agreement as required by law. If any deduction from payments due under this agreement is required on account of a withholding tax, the Purchaser will provide waggawagga.tv with a certificate or other receipt signed by the appropriate taxing authority confirming the tax withheld and the subsequent payment of the tax to the taxing authority. Where there is a reduction in any Fees or Additional Fees due that is not supported by such a certificate or receipt, the reduction will be considered an underpayment by the Purchaser.

waggawagga.tv may, following not less than 30 days' prior written notice to the Purchaser, amend the Pricing Schedule and/or any Schedule setting out the Additional Fees. If the amendment to the Pricing Schedule results in an increase in the Fees for the Purchaser, then the Purchaser may, within 30 days of receipt of such notice, terminate this Agreement by written notice to waggawagga.tv. If the amendment to any Schedule results in an increase in the Additional Fees for the Purchaser, then the Purchaser may, within 30 days of receipt of such notice, terminate that part of the Service that relates to the Additional Fees by written notice to waggawagga.tv. If the Purchaser gives notice pursuant to this clause then such termination shall be effective on the date on which the Fees and/or any applicable Additional Fees would have increased and the Purchaser will be entitled to a pro rata refund of any Fees or Additional Fees paid in advance for services not rendered at the date of termination.

Warranty, liability and indemnity

Neither waggawagga.tv, nor any other member of the waggawagga.tv team excludes any rights or remedies available to you under the Trade Practices Act (1974) C'th or any similar State nor Territory based legislation in Australia that cannot be excluded, restricted or modified. Otherwise, all conditions and warranties in respect of waggawagga.tv and the Information that may be implied by law are excluded. To the extent waggawagga.tv or a member of the waggawagga.tv team is liable for breach of any implied warranty or condition which cannot be excluded, liability is restricted, at waggawagga.tv's option, to:

- 1. in the case of services supplied or offered by waggawagga.tv, the re-supply of those services or the payment of the cost of having those services re-supplied; and
- 2. in the case of goods supplied or offered by waggawagga.tv, the replacement of the goods or the supply of equivalent goods, the repair of the goods, the payment of the cost of replacing the goods or the payment of the cost of having the goods repaired.

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Subject to the above qualifications, the Purchaser expressly agrees that in no circumstances will waggawagga.tv or any member of the waggawagga.tv team be liable for any damage or loss (including but not limited to any indirect or consequential loss or any loss of profits or revenues whatsoever) however caused (including but not limited to, by the negligence of waggawagga.tv or a member of the waggawagga.tv team) suffered or incurred by the Purchaser in connection of the use of waggawagga.tv.

waggawagga.tv shall indemnify the Purchaser against any direct loss or damage suffered by the Purchaser arising out of any third party claim or action that the Information infringes the intellectual property rights of such third party, except for any claim or action arising out of a breach of this Agreement by the Purchaser, any User or Customer. The Purchaser agrees that if any such claim is made by a third party then the Purchaser will promptly notify and cooperate with waggawagga.tv, and waggawagga.tv shall at its request be given control of such action.

The Purchaser shall indemnify waggawagga.tv and, where relevant, any third party information provider or supplier, for any direct loss or damage (not including any consequential loss or special or punitive damages) arising out of any use of the Information by the Purchaser and/or Users and/or Clients beyond the rights expressly granted to the Purchaser and/or the Users and/or Clients under this Agreement.

The total liability of waggawagga.tv under this Agreement shall, to the extent permitted by law, under no circumstances exceed the Fees paid by the Purchaser in the twelve months preceding such claim.

In the case of the Purchaser purchasing a 12 month VIP package at either silver or gold level, or any other offer that includes the delivery of a TV screen and USB loop, the Purchaser is liable for any damage to the TV screen or the USB drive, other than if damage is caused by a manufacturer fault or by any fault as described under warranty conditions.

If the TV is damaged under a fault as per the conditions of the manufacturer's warranty, the Purchaser must notify waggawagga.tv within 48 hours of becoming aware of the fault. waggawagga.tv warrants that waggawagga.tv will then be responsible for the collection of and either the repair or replacement of the TV screen within 6 (six) weeks of the fault being brought to waggawagga.tv's attention.

The Purchaser warrants that the TV screen is on a 12 month loan that can be extended based on term renewal, or any other deal between the Purchaser and waggawagga.tv that both parties agree upon in writing.

Term and termination

The Trial Term, if any, is set out in the Product Schedule or as agreed and/or amended by writing between the parties.

After the Trial Term (if any), this Agreement shall be renewed for the Initial Term unless the Purchaser notifies waggawagga.tv otherwise in writing prior to the end of the Trial Term. Thereafter this Agreement shall automatically be renewed for successive 12 month periods on the Renewal Date and each anniversary of the Renewal Date, save that during the Term any Service may be cancelled by either waggawagga.tv or the Purchaser on 90 days' prior written notice to the other prior to the Renewal Date and each anniversary of the Renewal Date.

Without prejudice to any rights of either party, this Agreement may be terminated:

- in the event of a party committing any breach of this Agreement which is remediable and not remedied within 21 days of written notice from the other party requiring such remedy;
- immediately on written notice being given by a party if the other party commits any irremediable breach of this Agreement or repeats any breach as has previously been the subject of a notice under paragraph (a) above;
- immediately on a party giving written notice to the other party if:

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1. i. an order is made or an effective resolution is passed for the liquidation or winding up of the other party;
2. ii. the other party enters into any composition with its creditors;
3. iii. the other party has a receiver, manager, administrative receiver or administrator appointed in respect of it or substantially all of its assets;
4. iv. the other party is affected in any jurisdiction other than New South Wales by any matter of substantially similar effect to any of the matters referred to in paragraphs (i) to (iii) above.

On termination of this Agreement for any reason other than for waggawagga.tv being in breach of this Agreement or being subject to an event listed in clause, the Purchaser shall pay to waggawagga.tv any Fees or Additional Fees payable until the end of the then current Term.

If the Purchaser commits a material breach of this Agreement, waggawagga.tv may suspend any Service without notice or penalty until such breach is remedied.

Confidentiality

The parties acknowledge and confirm that during the term of this Agreement and following its termination the parties shall treat as confidential and shall not (other than in the proper provision of the Service or as required by any applicable law) use or disclose to any person, firm or company, the terms of this Agreement, including the Pricing Schedule agreed between the parties, and any confidential information relating to the business of and belonging to the other party, nor permit its use or disclosure. This obligation of confidentiality shall not apply to information which is publicly known (through no fault of the non-disclosing party) or not of commercial value to such other party.

No public announcement, press release or circular (other than required by law or regulation) concerning this Agreement will be made by either party without the prior consent of the other party, which shall not be unreasonably withheld or delayed.

Web Content

waggawagga.tv chooses the internet sites through which the Web Content is made available and uses reasonable care in doing so. However, some of the Web Content is made available through licensing agreements with some third parties, and accordingly waggawagga.tv does not and cannot license the use of such Web Content. The Purchaser and Users are not permitted to download, copy or use any Web Content on waggawagga.tv other than for the intended purpose of viewing and sharing the Web Content in its original form and with original Web Content remaining in place.

The Web Content is not included as Information for the purposes of this Agreement and waggawagga.tv does not accept any liability in relation to the Web Content.

All Users or Viewers of Web Content generated through or by waggawagga.tv are responsible for the content they consume whether by them or those in their immediate care and waggawagga.tv warrants that on occasion as being necessary, there will be every effort made to create self-classification for the benefits of viewers and those in the viewer's immediate care.

Such classifications will be made in the following forms:

- at the start of each program and again at the resumption of each program immediately following a break, promotion or any other interruption to the program
- as a watermark in a corner of the screen with the relevant classification

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(Extract from the classification website)

Is the Classification Board responsible for classifying TV, internet or recorded music content?

Online content is regulated by the BSA and is administered by the ACMA. If the ACMA receives a valid complaint about Australian-hosted online content or discovers potential prohibited content on its own initiative, the ACMA may (and in some cases must) submit the material to the Classification Board for classification. The ACMA then takes appropriate action in respect of the online content.

All viewers/users concerned about the content provided through or by waggawagga.tv should download this document as set out by the Australian Communications and Media Authority (ACMA).

<http://www.acma.gov.au/~media/Online%20Content/Regulation/pdf/Internet%20Industry%20Codes%20of%20Practice%20Content%20Services%20Code.PDF>

Classifications will be defined as:

- PG Some simulated violence or suggestion of adult themes and it is recommended that this content be guided by parents or guardians of those 15 years and under
- MA 15+ Appropriate for those 15 years and over due to moderate amounts of explicit language or adult themes
- R 18+ Appropriate for those 18 years and over due to large amounts of explicit language or adult themes

All complaints made regarding classification of programming or content should be made via:

<http://www.acma.gov.au/Industry/Internet/Internet-content/Internet-content-complaints>

General

The terms and conditions set out in The Purchase Terms represent the entire agreement between both parties relating to the Service and supersede all prior agreements and representations. No failure or delay by any party in exercising any right, power or remedy under this Agreement shall operate as a waiver of any such right, power and/or remedy. Neither party will be liable for any loss or failure to perform an obligation due to circumstances beyond its reasonable control.

The Service subscribed for under the Purchase Terms, the level of the Fees and Additional Fees and other relevant details of such Service may be amended by written notice signed by both parties confirming the relevant amendment and the inclusion of any additional schedule.

In the event of conflict between these Purchase Terms for Library Services, the Purchase Agreement and any other document or information forming part of the Purchase Terms as defined in clause 1 (where "conflict" denotes, as between any two such document, an impossibility to comply with both of them in the relevant respect):

- generally, these Purchase Terms for waggawagga.tv Products or Services shall prevail; and
- in relation to the provision of a particular product or element of the Service, the Product Schedule shall prevail.

All notices shall be in writing, and delivered by courier or registered mail, or by electronic mail with confirmation, to the addresses specified in the Product Schedule, or other address stipulated in writing by one party to the other. Notice shall be deemed received on the date 3 business days after being sent, if by courier or registered mail, or on the date actually received, if by electronic mail.

Neither party may assign the Purchase Terms without the prior written consent of the other party, provided however that waggawagga.tv may transfer any of its rights and obligations to any member of the waggawagga.tv team.

The official language of the Purchase Terms shall be the English language and no translation into any other language may be used in its interpretation.

The Purchase Terms shall be governed by, construed and take effect in accordance with the laws of New South Wales and the parties submit to the exclusive jurisdiction of the courts of New South Wales.

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