

Select your preferred SYB Campaign below

SYB #1

Airtime

- 30 x 30 second recorded commercials per month
- 15 spots 5am – 8pm
- 15 spots 5am – midnight
- Placed **Monday to Sunday** in one week every month for 12 consecutive months*

Digital

- Run of site on starfm.com.au (Central Coast) – 60,000 impressions per year¹
- 4 x digital brand designs per year²
- PLUS 2 x Instagram posts per year

\$1,800 per month
\$21,600 per year (ex GST)
Value = \$32,220

SYB #2

Airtime

- 50 x 30 second recorded commercials per month
- 30 spots 5am – 8pm
- 20 spots 5am – midnight
- Placed **Monday to Sunday** over two weeks every month for 12 consecutive months*

Digital

- Run of site on starfm.com.au (Central Coast) – 60,000 impressions per year¹
- 4 x digital brand designs per year²
- PLUS 2 x Instagram posts per year

\$2,550 per month
\$30,600 per year (ex GST)
Value = \$52,920

*Subject to availability. ¹1x 300x250 med-rec display ad. Total monthly impressions may vary based on the monthly availability; however annual impressions are guaranteed to be delivered across the contract period. ² Additional digital creative will incur further charges.

CREATIVE PRODUCTION

Broadcast Development

- Up to 2 x recorded commercials, using 1 x standard voice, to be utilised in 1 market for up to 12 months.
- Commercials must be recorded and produced in one nominated session prior to the commencement of your campaign. **Note:** not all campaigns require 2 scripts.
- Further writing/recording of commercials throughout the period of your commitment will incur additional production charges.
- Alternative commercial production quote can be arranged upon request.

ex GST \$195

INVESTMENT

Cancellation & Investment Policy

1. STAR 104.5 selects the weeks in which the advertising will be aired in each month.
2. This agreement may be cancelled if, and only if STAR 104.5 receives notification in writing at least one hundred and twenty (120) days before the advertising is scheduled to commence.
3. The Advertiser is not permitted to transfer spots into other months (eg. I want to skip June and move those spots to the end of the contract; or I don't want to advertise in July but I want 4 weeks of advertising in November instead).

ADVERTISING: \$1800/month (\$21,600)
PRODUCTION: \$195
GST: \$2179.50
TOTAL INVESTMENT: \$23974.50
START MONTH: July (Late)

CUSTOMER DETAILS

Company Name: Seventy Nine Skips Pty Ltd ABN: 71 617 433 557
Address: 10 B Alison Rd Wyong 2259
Contact Name: Nathanael Shergold Position: General Manager
Phone: 02 4311 3525 Mobile: 04 22 857 649 Email: nats@79skips.com.au
Client Signature: [Signature] Date: 19/6/18
Star Client Executive: _____ Signature: _____

Rates quoted exclude any goods and services tax. STAR 104.5 reserves the right to invoice all or part of any such tax in addition to the quoted rates. The advertiser agrees to purchase in accordance with the Terms and Conditions of the STAR 104.5 Agreement.

Terms & Conditions of Advertising

General Terms

1. "Advertiser" means any person whose goods or services are the subject of the Advertising. "Advertising" includes sponsorship announcement, paid broadcast and commercial. "Booking Form" means the advertising booking form attached to these terms and conditions. A person is "insolvent" if the person is (or states that it is) unable to pay its debts as and when they fall due, is the subject of any act of bankruptcy or insolvency application, arrangement, scheme or proceeding, or the appointment of any administrator, controller, receiver or liquidator, a winding up or any analogous event. "Intellectual Property Rights" means any and all current and future intellectual property rights of any kind (whether registered or unregistered) including without limitation any trade mark, copyright, moral right, design right, circuit layout, trade secret, know-how, confidential information, invention, discovery or patent. "Related Entity" has the meaning given to it in the Corporations Act. "Total Cost" means the aggregate amount payable for the Advertising Services, as specified in the Booking Form (including all costs specified therein). "Trade Marks" means any mark, whether unregistered or registered under the Trade Marks Act 1995 (Cth) which forms part of an Advertisement.
2. All Advertising is subject to the approval of Nova Entertainment (Australia) Pty Ltd (T/as "STAR 104.5 FM") which, without limiting the generality of the foregoing, reserves the right to reject Advertising for any reason whatsoever including but not limited to incompatibility with station sound.
3. An Advertising order may be cancelled by the advertiser if, and only if STAR 104.5 FM receives notification in writing of the cancellation at least one hundred and twenty (120) days before the advertising is scheduled to commence. STAR 104.5 FM may require the Advertiser to pay all or part of the Total Cost and STAR 104.5 FM will not be required to provide the Advertiser with any credit, rebate, refund or discount in relation to the Advertising.
4. **Advertising**
 - 4.1 All Advertising is subject to the provisions and regulations of the Broadcasting Services Act 1992, the Broadcasting Program Standards laid down by the Australian Communications & Media Authority and the Commercial Radio Codes of Practice and all other applicable laws & regulations.
 - 4.2 STAR 104.5 FM will not be required to broadcast the Advertising unless the content (or changes to any content) is first approved by STAR 104.5 FM and the Advertiser.
 - 4.3 The Advertiser is responsible for the content of the Advertising and must procure and ensure that:
 - (a) all necessary consents, authorisations and approvals required to prepare, produce, publish, and broadcast the Advertising has been obtained;
 - (b) the Advertising does not contain any material which is defamatory, false, misleading or deceptive or infringes the rights of any other person or any Law; and
 - (c) the preparation, production, publication and broadcast of the Advertising does not breach or infringe any rights of any other person or breach any Law.
 - 4.4 The Advertiser grants to STAR 104.5 FM the right to use any Trade Marks provided by the Advertiser to STAR 104.5 FM in accordance with these terms and conditions.
 - 4.5 By submitting material to STAR 104.5 FM for, or approving the content of, the Advertising the Advertiser represents and warrants to STAR 104.5 FM that the Advertising complies with clause 4.3 and that the Advertiser has the right and authority to grant the right in clause 4.4
 - 4.6 STAR 104.5 FM may refuse to broadcast or publish Advertising which it considers does not comply with clause 4.3 or which STAR 104.5 FM otherwise considers to be inappropriate, undesirable or unsuitable for broadcast.
 - 4.7 The Advertiser agrees to comply promptly with any reasonable directions of STAR 104.5 FM in relation to the preparation, production, publication and broadcast of the Advertising (including any directions relating to the content of Advertising or supply of material required to be provided by the Advertiser to enable STAR 104.5 FM to broadcast the Advertising (such as scripts and audio material).
 - 4.8 STAR 104.5 FM reserves the right to change programs at any time without notice to the Advertiser.
 - 4.9 There is a production charge of \$195 per standard recorded commercial.
 - 4.10 The Advertiser will pay to STAR 104.5 FM (or as STAR 104.5 FM directs) the amount specified as the "Total Cost" on the Booking Form for the Advertising. Terms of credit (if granted) are strictly net thirty (30) days, unless otherwise varied in writing. Advertiser's requesting normal credit terms (30) days will be required to complete and sign a credit application form. If a credit application is not accepted by STAR 104.5 FM, payment must be made prior to broadcast either by electronic funds transfer, credit card or cash.
5. **Event of Default**
 - 5.1 It will be an Event of Default for the purposes of these terms and conditions if:
 - (a) the Advertiser (or a Related Entity of the Advertiser) fails to comply with these terms and conditions or any other agreement between the Advertiser (or a Related Entity of the Advertiser) and STAR 104.5 FM (or a Related Entity of STAR 104.5 FM);
 - (b) the Advertiser (or a Related Entity of the Advertiser) is or becomes insolvent; or
 - (c) there is a change in the effective management or control of the Advertiser (or a person who controls the Advertiser);
 - (d) any event arises which STAR 104.5 FM reasonably considers to have a material adverse effect on the capacity or ability of the Advertiser (or a Related Entity of the Advertiser) to perform its obligations under these terms and conditions or any other agreement with STAR 104.5 FM (or a Related Entity of STAR 104.5 FM).
 - 5.2 If an Event of Default arises then, without prejudice to any other rights or remedies it may have, STAR 104.5 FM may do any or all of the following:
 - (a) require the Advertiser to immediately pay in full any and all monies unpaid by the Advertiser (or any each Related Entity of the Advertiser) to STAR 104.5 FM; (b) require the Advertiser (or a Related Entity of the Advertiser) to pay in advance all amounts in respect of subsequent requests for Advertising; (c) recover from the Advertiser all costs, fees and disbursements relating to any action taken by or on behalf of STAR 104.5 FM to recover monies from the Advertiser; (d) cease or refuse to provide any further Advertising to the Advertiser (or a Related Entity of the Advertiser), including cancellation of the production or broadcast of any Advertising which has not been broadcast on or before the date of the Event of Default; and (e) Suspend or terminate the operation of these terms and conditions immediately by notice to the Advertiser.
 6. All rates are exclusive of GST. At the same time that the Advertiser must pay for any taxable supply by STAR 104.5 FM, the Advertiser must also pay to STAR 104.5 FM the amount of any GST payable in respect of that supply.
 7. **Intellectual Property**
 - 7.1 Unless otherwise agreed in writing between the parties, if STAR 104.5 FM creates, develops or produces any material for or in relation to Advertising (including scripts, copy writing, creative material), the Advertiser acknowledges and agrees that such material and any Intellectual Property Rights arising in connection with that material will belong to and will vest absolutely in STAR 104.5 FM, and the Advertiser will have no rights in that material.
 - 7.2 The Advertiser will not, and will ensure that the Advertiser and their respective Related Entities do not, use apply or otherwise deal with any material referred to in clause 10.1 or Intellectual Property Rights of STAR 104.5 FM (including the radio station name and logo) without the prior written consent of STAR 104.5 FM.
 - 7.3 Without limiting clause 19, the Advertiser agrees that any failure on the part of STAR 104.5 FM or a STAR 104.5 FM Entity to exercise (or any delay in exercising) any right or remedy under clauses 10.1 or 10.2, or any custom or usage, course of dealing or established practice involving any STAR 104.5 FM Entity and the Advertiser or any Related Entity of the Advertiser will not:
 - (a) amount to a waiver by STAR 104.5 FM or a STAR 104.5 FM Entity of any right or remedy under clauses 10.1 or 10.2;
 - (b) affect the Nova Entertainment (Australia) Pty Ltd Entity's absolute ownership of:
 - (i) any material referred to in clause 10.1 or any Intellectual Property Rights arising in connection with that material; or
 - (ii) any future material created, developed or produced by the STAR 104.5 FM Entity for the Advertiser or any Related Entity of the Advertiser for or in relation to any advertisement (including scripts, copy writing, creative material), or Intellectual Property Rights arising in connection with that material ("Future Material"); or
 - (c) amount to the grant of any implied right or licence to the Advertiser or any other person to use, apply or otherwise deal with any material referred to in clause 10.1 or any Intellectual Property Rights arising in connection with that material; or Future Material.
 8. Other than liability for breach of any contractual term which (or liability for which) the law does not permit STAR 104.5 FM to exclude, STAR 104.5 FM shall incur no liability whatsoever to the Advertiser (including, without limiting the generality of the foregoing, liability for negligence of STAR 104.5 FM or any employee or agent of STAR 104.5 FM) for any kind of loss or damage arising from:
 - (a) Any broadcast of the advertising; or
 - (b) Any failure to broadcast the advertising;
 - (i) At all;
 - (ii) Correctly;
 - (iii) In an agreed program; or
 - (iv) At a time which (or during which) it was scheduled to be broadcast.
 9. If the Advertising to be broadcast hereunder is not of a kind ordinarily acquired for personal, domestic or household use or consumption, STAR 104.5 FM shall incur no liability whatsoever to the Advertiser (including, without limiting the generality of the foregoing, liability for negligence of STAR 104.5 FM or any employee or agent of STAR 104.5 FM) except, at the discretion of the Advertiser, a liability either: (a) To broadcast the advertising at a later time; or (b) To pay the cost of having the advertising broadcast at a later time.
 10. The Advertiser accepts full responsibility for the content the Advertising hereunder and agrees to indemnify STAR 104.5 FM against all legal penalties and liabilities whatsoever to any person other than the Advertiser (including, without limiting the generality of the foregoing, liability for negligence of STAR 104.5 FM, their employee's or agent's) arising from: (a) Any broadcast of the advertising: (i) At all; (ii) Correctly; (iii) In an agreed program; or (iv) At a time which (or during a period during which) it was scheduled to be broadcast.
 11. The Advertiser acknowledges and agrees that it contracts with STAR 104.5 FM for the provision of the Advertising as principal in its own right (and not as agent for or on behalf of any other person and represents that it has full capacity and power to do so.
 12. These terms and conditions as they apply to the Advertising may be varied only by agreement in writing between each of STAR 104.5 FM and the Advertiser. STAR 104.5 FM may amend the terms and conditions relating to the supply of advertising from time to time.
 13. These terms and conditions (including the Booking Form) constitute the entire agreement between STAR 104.5 FM and the Advertiser in relation to the provision of the Advertising, and entirely supersedes all previous agreements, understandings, negotiations and any terms implied by trade custom, practice, course of dealing or otherwise by law in relation to the Advertising or the subject matter of this agreement.