

TERMS OF USE

PLEASE READ THESE TERMS OF USE CAREFULLY AS THEY CONTAIN IMPORTANT INFORMATION REGARDING YOUR LEGAL RIGHTS AND OBLIGATIONS. THESE INCLUDE VARIOUS LIMITATIONS AND EXCLUSIONS.

By accessing or using the client portal available at login.portal.oohmedia.com.au (the "Site"), brought to you by oOh!Media Operations Pty Ltd ABN 44 094 713 210 ("oOh!", "we", "us") and our related entities, you ("you" or "your") signify that you have read, understand and agree to be bound by these Terms of Use ("Terms of Use" or "Agreement"), whether or not you are a registered member of the Site. Your access to the Site is conditional upon your acceptance of and compliance with all terms, conditions, notices and disclaimers contained in this Agreement and anywhere else on the Site.

Changes to the Website Terms

We may change the Website Terms from time to time by publishing an updated version on the Site. By continuing to use the Site you will be deemed to accept the updated Terms of Use and agree to be bound by them.

Registration may be required to access

We require you to register with us in order to access the Site. Any personal information you supply to us will be covered by our privacy policy available at <https://www.oohmedia.com.au/privacy-statement/>.

Where you register with us, you must keep your registration details confidential; you will be responsible for any access to the Site using your registration details, even if the access is by another person.

No unlawful, infringing or offensive activity

You must not post or transmit to or via the Site any information or material or otherwise use the Site for any activity which breaches any laws or regulations, infringes a third party's rights or privacy or is contrary to any relevant standards or codes, including generally accepted community standards. You must also not permit or enable another person to do any of those things.

No malicious software, behaviour or other interference

You must not transmit to or via the Site any malicious software or other information or material or otherwise use the Site in a way which:

- tampers with, hinders the operation of or makes unauthorised modifications to the Site;
- inhibits any other user from using the Site;
- defames, harasses, threatens, menaces or offends any person; or
- contains obscene, indecent, inflammatory or pornographic material or material that could give rise to civil or criminal proceedings.

You must also not permit or enable another person to do any of those things.

We may suspend or terminate your access

We may suspend or terminate your access to all or any part of the Site at any time, if you breach these Terms of Use in our reasonable opinion.

Content that you submit to the Site

This section applies if you submit, post, transmit or otherwise make any material available via a Site ("your content").

Where you do so, you grant to us, a non-exclusive, irrevocable, perpetual, worldwide, royalty-free, transferable licence to use, reproduce, modify, adapt, publish or communicate to the public your content for the reasonable purposes of promotion or reporting of our business, and the right to sub-license those rights to others. You also consent to any act or omission that

would otherwise infringe any of your rights (including your moral rights) in your content.

You warrant that you have the right to grant the above licence, that our exercise of the licence rights above will not infringe the intellectual property rights of any person, and that the content is not defamatory and does not breach any law. You will ensure that all Content complies with the oOh!media Advertising Content Policy outlined in Annexure A

We may monitor or review your content, but we are not obliged to do so. We may also alter or remove any of your content at any time, including if in our reasonable opinion we believe it is misleading, deceptive, offensive, false, indecent, obscene, threatening, discriminatory, harassing, in breach of any confidence, defamatory, libellous or objectionable or if the Content may violate any law, regulation, advertising standard or code of conduct or to ensure the operational integrity of our services without any liability to you.

oOh!'s content

Except where expressly stated otherwise we make no representations about the content and suitability for any purpose of the information contained on the Site. It is provided "as is" without express or implied warranty of any kind.

All copyright and other intellectual property rights subsisting in the Site and the material on the Site (including, without limitation, the software, design, text and graphics comprised in the Site and the selection and layout of the Site) are owned or licensed by us and protected by the laws of Australia and other countries.

You are authorised to view the Site and its contents using your web browser. You must not otherwise reproduce, transmit (including broadcast), communicate, adapt, distribute, sell, modify or publish or otherwise use any of the material on the Site, including audio and video excerpts, except as permitted by statute or with our prior written consent.

oOh!'s trade marks

The Site includes registered trade marks and trade marks which are the subject of pending applications or which are otherwise protected by law including, but not limited to oOh! and oOh!media words and logos.

You may not use any of these trade marks, the names 'oOh!media' or 'oOh!' or the name of any of our related companies without our prior written consent.

Social Media

As part of the Site you may elect to connect with us through various social media channels such Facebook, Google+, Twitter, Instagram, YouTube and LinkedIn. In order to connect you will be required to set up your own account with the relevant social media site and you will be subject to terms and conditions prescribed by the operators of such sites. oOh! is in no way associated with or endorsed by any social media channels and is not responsible for any content posted by you or other third parties through such sites.

Links and Advertisements

The Site may contain links to third party websites. The links are provided solely for your convenience and do not indicate, expressly or impliedly, any endorsement by us of the sites or the information, products or services provided at those sites. You access those sites and use the information, products and services made available at those sites solely at your own risk.

Illegal downloading / file sharing

The Copyright Act 1968 (Cth) protects materials such as films, music, books and computer programs. You can break the law if you download, copy, share or distribute this material, unless you're allowed to do so by the Copyright Act or you have the copyright owner's permission. Please don't use our services to do any of these things, because if you do, we might have to cancel your services and the copyright owner could take legal action against you.

Indemnity

We accept no responsibility for your use of the Site, contributions made by you to the Site or the actions of other users, and you agree to indemnify and hold harmless oOh! and its and their employees, officers, agents and contractors from and against all actions, proceedings, suits, claims and demands brought or made against oOh! by any person arising from or in consequence of your use of the Site, and from and against any damage, loss, cost or expense suffered or incurred by oOh! as a direct or indirect consequence thereof.

No warranties or representations

To the maximum extent permitted by law, we do not represent or warrant that the content on the Site is accurate, reliable, suitable, or complete.

In particular, although we use reasonable care and skill in providing the Site, we cannot promise that the Site will be continuously available or virus or fault free.

Our liability to you

Except as set out under this section, we may be liable to you for breach of contract or negligence under the principles applied by the courts.

We are not liable for any loss or damage to the extent that it is caused by you.

To the maximum extent permitted by law, we exclude any liability to you that may otherwise arise as a result from your use of the Site in connection with any business purpose.

If we are not entitled by law to exclude liability arising from breach of a statutory duty or other legislation, then to the extent we are permitted to do so we limit that liability to resupply of the services, information or links and associated services, as the case may be.

Your liability to us

You are liable to us for breach of the Terms of Use or negligence under the principles applied by the courts.

You are not liable to us for any loss to the extent that it is caused by us.

Inconsistent terms

If there is an inconsistency between these terms of use and any other terms displayed on individual pages of the Site ("other terms") or a contract of services between you and oOh! ("contract"), the other terms or contract will govern to the extent of the inconsistency.

No waiver for breaches

If we do not act in relation to a breach of the Terms of Use by you, we do not waive any rights to act in relation to that breach or any later breach by you.

If you do not act in relation to a breach of the Terms of Use by us, you do not waive any rights to act in relation to that breach or any later breach by us.

Governing law

This Agreement is governed by the law in force in the State of New South Wales, Australia. If any provision of this agreement is found to be invalid or unenforceable by a Court of Law, it shall be severed and will not affect the remainder of the agreement, which will continue in full force and effect.

Annexure A – oOh!media Advertising Content Policy

OM takes its responsibility to the community it operates in seriously. OM is committed to ensuring that the advertising it displays across all its Panels (being the advertising space granted in the OM Media Contract, whether digital or static signs or otherwise. For the avoidance of doubt, some structures, such as digital displays, may be comprised of more than one Panel) adheres to the relevant advertising codes in Australia. OM has developed this Advertisement Content Policy (the "Policy") to ensure the advertising it displays on its Panels does not cause offence to the community or create safety issues.

1 All Advertising Material

1.1 MUST:

- a. Comply with Commonwealth law and the law of the relevant State or Territory legislation;
- b. Comply with all relevant advertising industry codes of practice (and their associated practice notes and guidelines); Comply with our Media Contract and any special conditions;
- c. Comply with the contractual agreements OM has with individual Site owners, which may include the prohibition of advertising promoting specific products, services or messages; and
- d. Only promote a legal product or service, political campaign, or other lawful messaging.

1.2 MUST NOT:

- a. Depict violence (unless it is justified within the context of the product or service being advertised);
- b. Be explicit, obscene or offensive, cause offence or be likely to inflame tensions in the community between religious, racial groups or ethnic groups;
- c. Cause OM to breach any obligations to third parties, such as site owners or installers or raise work health and safety concerns at sites;
- d. Be misleading or deceptive or likely to mislead or deceive;
- e. Portray people or depict material in a way which discriminates against or vilifies a person or section of the community on account of race, ethnicity, nationality, gender, age, sexual preference, religion, disability, mental illness or political belief;
- f. Employ sexual appeal in a manner which is exploitative and degrading of any individual or group of people;
- g. Treat sex, sexuality and nudity without sensitivity to the relevant audience;
- h. Contain strong or offensive language or any language that is likely to denigrate, insult or offend, particularly if combined with sexual images; and
- i. Normalise, perpetuate or promote unsafe behaviour;
- j. Depict smoking, cigarettes or illegal drug use (unless the depiction is in the context of a community service or government campaign).

2 Sensitive advertising

2.1 Where any Advertising Material:

- a. has the potential to create significant tension in the community given all the circumstances (including the political, social or environmental context); or
- b. raises work health and safety concerns for OM staff or the public;
- c. raises concerns for the preservation of OM sites or signage;
- d. runs the risk of significant impact on OM's business, brand or image, OM will refer such advertising to its internal Content Review Committee and reserves the right to reject, suspend or remove such advertising, even if it is deemed by OM or the OMA not to breach the Codes.

The following special conditions will also apply to specific types of advertisements or for specific OM formats.

3 Alcohol advertising

3.1 MUST:

- a. Be approved by the ABAC Alcohol Advertising Pre-Vetting Service (AAPS). A copy of the approved AAPS form must be supplied to OM when the creative is supplied;
- b. Meet the OMA's Alcohol Advertising Guidelines that limit the advertising of alcohol products on fixed signs located near a primary or secondary school; and
- c. Present a mature, balanced and responsible approach to the consumption of alcohol.

3.2 MUST NOT:

- a. Encourage excessive consumption or abuse of alcohol;
- b. Promote underage drinking or offensive behaviour;
- c. Have strong or evident appeal to children or adolescents and adults appearing in advertisements must be over 25 years of age;

- d. Suggest the consumption of alcohol can change a mood or environment;
- e. Depict any association between alcohol and the operation of motor vehicles, boats, aircraft or sporting activity; and
- f. Challenge or dare people to drink a certain brand or type of alcohol.

4 OM Road advertising

4.1 MUST:

- a. Contain text that is legible at a safe distance and not distracting to drivers.

4.2 MUST NOT:

- a. Carry traffic lights or road and safety sign impersonations;
- b. Include traffic safety words such as 'Stop', 'Halt' or 'Give Way';
- c. Have flashing lights or reflectors;
- d. Contain moving parts; and
- e. Direct or provide instructions to commit any illegal act on the road.

5 OM Fly advertising

5.1 The airport authorities must approve all creative due for display on all airport Panels prior to installation. OM will advise of approval/non-approval within 5 working days. Print of static material must not proceed without airport approval and installation of all Panels will not proceed unless approval has been granted. The Contracting Party is responsible for providing the creative for approval to OM

5.2 The airport authorities maintain strict controls over the subject matter and general appearance of all advertisements. The guidelines forming the basis on which advertising copy may be rejected are set out below. These guidelines are not meant to be exhaustive and may be added to, amended or varied from time to time throughout the period of the License Agreement:

- a. All advertising shall comply with the relevant Commonwealth and State legislation;
 - b. All advertising shall comply with voluntary codes of conduct established by the advertising industry;
 - c. The advertising of cigarettes and tobacco products, including any reference to brand names or to smoking is not permitted;
 - d. The advertisement should not display any obscene or offensive material or any material with political, religious or racial overtones nor hold any exhibition of obscene or offensive nature or with political, religious or racial overtones;
 - e. Advertising that is, or is likely to be, offensive (as decided by the airport authority) is not permitted;
 - f. Advertising that imitates or may be confused with, terminal directional or information signs, either by shape, size or colour is not permitted;
 - g. Advertising that does not conform to a standard considered suited to a prestige location is not permitted;
 - h. The licensee must not display any advertisement that would be in conflict with the retailing objectives or would prejudice the interests of the retailers, airlines, service providers and franchisees operating in the terminal;
 - i. Advertising shall not conflict with the Terminal directional signage.- Advertisements should be made up of approximately 80% pictorial content and 20% advertising copy;
 - j. Foreign language content within the advertisement will be permitted only where a translation in English appears of the same size;
 - k. Advertising must be suitable for exhibit for all ages. Suitable suggests that while the products may not be appropriate for use by children the advertisement presentation must be morally or ethically correct;
 - l. Advertising must avoid text messages in areas adjacent to safety information, security checkpoints and arrival and departures informational signage;
 - m. Advertising should not attempt to duplicate or imitate airport graphic text or symbol standards in any type, style, colour or layout;
 - n. Terminal directional and informational signage should have preference over advertising graphics if issues of congested signage and information overload occur;
 - o. Advertising must avoid prices being highlighted or prominent in creative;
 - p. Prices may be featured only within the text of the ad and in standard size font;
 - q. Some gambling advertising may be permitted in select Airports, subject to approval please contact OM for further details. Live odds are not to be advertised;
 - r. There is to be no negative connotations to flying or Airports and the promotion of competitive Airlines (that do not fly into or out of the Airport) is not permitted; and
 - s. No retail brands are to be placed within reasonable proximity of a competitive retail outlet within the terminal.
- 5.3 In addition, the following guidelines apply to advertising at Qantas terminals:
- a. No gambling of any sort to be advertised;
 - b. No price based advertising;

- c. No reference to relationships, loyalty agreements, frequent flyer programmes with or utilising competitor airlines; and
- d. Retail precincts cannot be named on a retail brand's creative.

6 OM Study advertising

- a. All creative due for display on all OM Study Panels must be approved by campus partners prior to installation (which they may withhold at their absolute discretion);
- b. OM will advise of approval/non-approval within three working days of submission of the creative;
- c. Static material will not be printed and installation of all Panels will not proceed unless approval has been granted; and
- d. The Contracting Party is responsible for providing the creative for approval to OM.

7 OM Retail advertising

7.1 MUST NOT:

- a. Direct shoppers to leave the shopping centre in which the advertising material is displayed (the "Shopping Centre");
- b. Promote a third-party shopping centre that competes with the Shopping Centre;
- c. Advertise any retailer that is a competitor of a retailer in the Shopping Centre (excluding particular retail or product brands);
- d. Display an advertisement for a tenant of the Shopping Centre in the proximity of a competitor tenant from the same Shopping Centre;
- e. Display objectionable images as deemed by the Shopping Centre or OM (at the absolute discretion of either);
- f. Advertise an internet retailer, product or service that is not available for sale within the Shopping Centre;
- g. Advertise in another language unless the advertisement includes an English translation and
- h. Advertise in Victoria or South Australia a computer game that is classified R18+.

In addition, for any Excite Panels, the advertisement must display any terms and conditions determined by OM (acting reasonably) to be relevant, including any Privacy Policy or competition terms and conditions.

8 OM Venue Advertising

8.1 MUST NOT:

- a. Include any reference to any direct competitors of the venue.

9 Content review process

- 9.1 Once the advertisement has been submitted to OM, OM will assess the advertisement against the Codes and this Policy.
- 9.2 If OM considers any advertisement not to comply with the Codes or this Policy, the advertisement may be rejected at OM's absolute discretion and the advertiser may be given reasons why the advertisement has been rejected. Any advertisement that OM considers not to comply with the intention or spirit of the Codes or this Policy may also be rejected at OM's absolute discretion.

10 Complaint process

10.1 OM will take steps to immediately (or as soon as reasonable taking into account any workplace health and safety concerns) remove content from its Panels if:

- a. if OM is of the opinion that the advertisement contravenes any of the Codes of this Policy;
- b. the ASB requests OM removes the advertisement from its Panels or the content has been the subject of an upheld complaint; or
- c. a Site Owner, including any shopping centre or a government authority directs OM to do so or OM determines that an advertisement has breached agreed contractual agreements.

11 Content disclaimer

- 11.1 This Policy is issued to provide practical guidance to advertisers. It does not constitute legal advice and as such the Contracting Party is encouraged to seek professional and or legal advice in respect of any advertising they propose to submit to OM.
- 11.2 The Contracting Party remains solely responsible and liable for their advertisements.
- 11.3 The information contained in this Policy may change, and although we attempt to ensure that the content is current and correct, we do not guarantee its currency as there may be delays, errors or omissions.
- 11.4 OM reserves the right to make modifications of any nature to the information contained in this Policy.