

## **MEDIA CONTRACT**

This Media Contract consists of the "Terms and Conditions" annexed to this Schedule 2, varied as set out below:

1. "Contracting Party" means the Purchaser.
2. "Site" means the location of the billboard site the subject of the Auction.
3. "Term" means a single 4 week period, determined in accordance with this Contract, between 1 January 2021 and 31 December 2021.
4. Insert a new clause 3.1A as follows:  
The Advertising Material will be displayed during the Term. OM will make every reasonable effort to agree with the Purchaser a suitable date between 1 January 2021 and 31 December 2021 on which the Term will commence, but the Purchaser acknowledges that this date is at OM's discretion and subject to availability.
5. Clause 4 is deleted and replaced with the following:  
4.1 OM will display the Advertising Material at the Site set out in the Contract. If the Site is not available because of damage to the Panel, natural disaster or any other reason beyond OM's control, then despite any other term of this Contract the Contracting Party may elect to:  
(a) accept a suitable alternative site offered by OM, or  
(b) terminate the Contract, in which case the Contracting Party will be reimbursed by OM for the amount the Purchaser paid for the Site within 30 days of the Purchaser's election.
6. Notwithstanding clause 7.1, OM acknowledges and agrees that no Fee is payable by the Purchaser to OM.
7. The Purchaser may engage OM to create, modify or produce all or part of the Advertising Material at the Purchaser's expense (rates available on request).
8. The Advertising Material must comply with OM's Advertising Content Policy (annexed below).

# Media Contract Terms & Conditions

## 1 Contracting parties

- 1.1 This Contract between OM and the Contracting Party sets out the terms on which OM will make the Panel available to the Contracting Party for the display of Advertising Material and includes the cover page, these general terms and any attachments or annexures to the Contract.
- 1.2 If the Contracting Party is not also the Advertiser, the Contracting Party represents and warrants to OM that it enters the Contract on its own behalf. The Contracting Party fully indemnifies OM for any claim, loss, damage, costs and expenses in any way resulting from or connected with breach of such representation and warranty or undertaking.

## 2 Obligations of the Contracting Party

- 2.1 The Contracting Party must comply with all terms of this Contract and with any additional directions advised by OM from time to time. To the extent of any inconsistency between any document comprising the Contract, these general terms shall apply.
- 2.2 The Contracting Party must provide to OM Advertising Material (1) for display of a size and specification suitable for display at the Panel specified in the Contract, (2) at an address specified by OM at least five (5) days prior to the proposed commencement of display, and (3) must also provide sufficient spare copies to cover replacement required during the currency of the campaign. OM will not be liable for any loss caused by delay in exhibition due to the Contracting Party's delay in supplying Advertising Material to OM in accordance with this clause. In the event the Contracting Party delivers the Advertising Material after the specified date, OM may (at its discretion) delay the commencement of display or make special arrangements for the Advertising Material to be installed urgently. The Contracting Party will be responsible for all additional costs of OM for taking such action.

## 3 Display of Advertisements

- 3.1 All Advertising Material submitted by the Contracting Party under this Contract is subject to the final approval of OM, all relevant approval and statutory authorities and/or Site Owners and OM can reject or remove Advertising Material at any time.
- 3.2 OM reserves the right to reject or remove any Advertising Material, whether displayed or not, which in the reasonable opinion of OM is misleading, deceptive, offensive, false, indecent, obscene, threatening, discriminatory, harassing, in breach of any confidence, defamatory, libellous or objectionable or if the Advertising Material may be in breach of clause 9.1, violate any law, regulation, advertising standard or code of conduct, or that may incite the threat of property damage or personal injury or cause reputational harm to OM. Any Advertising Material determined by the Ad Standards Community Panel (or similar body) (ASCP) or the Outdoor Media Association of Australia (OMA) to be offensive or otherwise unacceptable for display shall be removed by OM upon advice of such determination.
- 3.3 In the event that Advertising Material is rejected or removed by OM under this clause 3 the Contracting Party will not be entitled to a reduction in the Fee payable under this Contract. OM may consider alternative Advertising Material for display but is not obliged to do so. The Contracting Party will be responsible for any additional installation and removal charges.
- 3.4 The Advertising Material provided to OM under this Contract will, upon being affixed to or displayed on a Panel become and remain the property of OM. This ownership does not include the Intellectual Property rights in the content of the Advertising Material. The Contracting Party grants to OM and third parties authorised by OM, a worldwide, perpetual, unlimited, all media, royalty-free licence to copy, transmit or reproduce images created by or on behalf of OM (including, but not limited to photographs or videos) of the Advertising Material to use for the analysis, promotion or reporting of OM's business. The Contracting Party hereby warrants it has the authority and all necessary third party consents to grant this licence to OM.
- 3.5 If the Contract covers a campaign where OM has been engaged to produce an app or coding, all Intellectual Property rights in the app or coding for use with the campaign remains the property of OM, except that the Contracting Party continues to own the Intellectual Property in the Advertising Material content to the extent this is originally owned and supplied by the Contracting Party.
- 3.6 Where OM is engaged to create, modify or produce all or part of the Advertising Material, OM owns all Intellectual Property rights in the Advertising Material (**OM Produced Material**), other than Intellectual Property rights that are owned or licenced from third parties. OM grants the Contracting Party a licence to use or display the OM Produced Material on sites other than OM Sites subject to paying OM a licence fee of 10% of the Fee for the period of display.
- 3.6 OM and its Members will store physical large format Advertising Material for up to three (3) months and other Advertising Material for up to six (6) weeks after it is removed from the Site, during which time the Contracting Party may collect the Advertising Material from OM (at its sole cost). After that time, OM may without further notice destroy, recycle or donate such Advertising Material as it sees fit.
- 3.7 Where the Advertising Material is graffitied or damaged due to any cause whatsoever (including without limitation as a result of vandalism, graffiti or weather) OM will replace the Advertising Material or repair the damage at OM's discretion and at the Contracting Party's sole cost.
- 3.8 Unless otherwise agreed with the Contracting Party, OM will own and can use any aggregate data (being non-Personal Information) or Personal Information collected and the Contracting Party agrees OM may include terms and conditions on or near Panels to reflect the same. The Contracting Party must advise OM if any aggregate data or Personal Information is to be collected during the Term in connection with the Advertising Material. The Contracting Party warrants it will comply with the *Privacy Act 1988* (Cth) and the Australian Privacy Principles in relation to the use, storage, transfer or disclosure of any Personal Information as well as the General Data Protection Regulation (EU) 2016/679 to the extent it applies to OM and the Contracting Party.
- 3.9 The Customer releases and indemnifies OM from all claims and liability to the extent the Advertising Material or use of the Panel under this Contract involves any fundraising or interactive payment functionality.

## 4 Unavailability of Site and Relocation

- 4.1 OM shall make every reasonable effort to display the Advertising Material at the Site set out in the Contract but, if by direction of any Site Owner, council, statutory authority or because of bad weather, natural disaster,

damage to the Panel or for any other reason beyond OM's control, it is not possible to do so then OM may perform the Contract by using its reasonable discretion and exhibiting the Advertising Material at the most suitable alternative sites available and by giving notice of such alternative sites to the Contracting Party within seven (7) days after the change occurs.

- 4.2 OM shall have the right to relocate the Site of the Panel at its discretion at no additional cost to the Contracting Party. The Contracting Party will be informed of such relocation in writing no less than seven (7) days prior to the relocation. Where OM receives a written objection to the new Site by the Contracting Party prior to the relocation taking place, OM will offer alternative Site(s) (if available) for the Contracting Party's approval, such approval not to be unreasonably withheld.
- 4.3 Unavailability of alternative Sites will not entitle the Contracting Party to terminate the Contract unless such availability extends to the whole of the Sites. Where unavailability extends to some Sites only, the Contracting Party will be entitled to a proportionate reduction of the Fee during any period of unavailability extending beyond one period.

## 5 Late Posting and Extension of Posting

- 5.1 Due to the nature of the outdoor business (which includes its susceptibility to inclement weather, both wind and rain, natural disasters and remoteness of some regional Sites), OM cannot guarantee installation, posting, or removal will occur on the days and times specified. Installation, posting and rotation of material from Site to Site may take place before or after the scheduled start or end date but OM will use all reasonable endeavours to ensure the Advertising Material is displayed for the agreed period.
- 5.2 At the end of the campaign OM may (at its sole discretion) continue to display the Advertising Material at the Site at no cost to the Contracting Party, except as otherwise expressly agreed with the Contracting Party in writing.
- 6 **Illumination**
- 6.1 Illuminated Panels are to be illuminated from dusk to midnight, at peak periods, as determined in OM's sole discretion or such other time as may be agreed between the parties. LED Panels will be operated in accordance with relevant permits or at peak periods as determined in OM's sole discretion. OM will not be responsible for any interruption to power supply due to circumstances beyond its control and the Contracting Party will not be entitled to any abatement of the Fee during the period of any such interruption.
- 6.2 If the interruption to power supply is due to circumstances within OM's control and continues for more than 48 hours, OM may give a reduction of the Fee payable for the period in which the Panel was not illuminated calculated at 20% of the Fee payable for that period.

## 7 Invoicing & Payment

- 7.1 The Contracting Party must pay to, or at the direction of OM, the Fee in the manner set out in the Contract. OM will provide a tax invoice for the Fee, or each instalment of the Fee, in advance of the due date for payment. A 0.2% MOVE levy on all applicable media is included in the Fee.
- 7.2 If the Contracting Party is an agency it will be entitled to an agency commission of 10% set off against the Fee.
- 7.3 If any of the payments to be made to OM under this Contract are subject to a tax, such as a goods and service tax, then such payments shall be increased by the amount of such tax and be payable at the same time as payment of the relevant invoice is required. For the purpose of calculating the amount of such increase, no reduction shall be made in respect of any input tax credits, which the Contracting Party may be entitled to claim.
- 7.4 Any Fee or other amount overdue under or in connection with this Contract will attract interest for so long as it is overdue at a rate equal to 2% above the Westpac Business Reference Rate from time to time in effect.
- 7.5 If the Contracting Party requires any change to the Advertising Material during the Term, OM can at its sole discretion agree to make the change. OM will charge the Contracting Party its usual charges for actioning the change. The Contracting Party may cancel an installation or production requirement where agreed by OM, in which case the Contracting Party must pay the Administration Fee.

## 8 Liability

- 8.1 The Contracting Party releases OM, and its employees, officers, agents and representatives against any claim or liability:
- (a) arising from or in connection with a breach of the warranties in clauses 3.8 or 9.1; and
- (b) arising in connection with this Contract,
- except to the extent the right to such a claim cannot be excluded.
- 8.2 To the extent OM is liable under this Contract, and in any event, OM's liability is capped at the amount of the Fee.

## 9 Warranties, Indemnity and Insurance

- 9.1 The Contracting Party warrants that all Advertising Material submitted under this Contract complies with all relevant State and Commonwealth laws (including current competition and consumer legislation), regulations, advertising standards and any applicable codes of practice issued or endorsed by any of the outdoor industry governing bodies including without limitation Ad Standards, the OMA, the Australian Association of National Advertisers and the Advertising Federation of Australia.
- 9.2 The Contracting Party indemnifies OM and its Related Bodies Corporate against any liability whatsoever arising out of or relating to any Advertising Material, including any liability for third party Intellectual Property infringement and all claims or prosecutions made on or against OM in respect of any Advertising Material provided to OM by the Contracting Party. Such indemnity includes legal and other professional costs of infringement and defence of claims.
- 9.3 The Contracting Party may not engage any servant or agent to perform any signwriting, painting, affixing, replacing, installing or removal of any Advertisement, or any other work on any Site without the prior written consent of OM or without using OM's systems and processes. The Contracting Party indemnifies OM and any relevant Site Owner or third party in relation to any such work, including any liability relating to damage to property, hardware, software, or data, or injury or death of any person, including any person carrying out such work, to the maximum extent under the law.

## 10 Anti-Corruption

- 10.1 OM acknowledges that the Contracting Party may need to comply with relevant anti-corruption legislation that has extra territorial application, and accordingly the Contracting Party agrees that it will not directly or

indirectly offer, give or agree to offer or give any payment, gift or other advantage to OM which would violate any anti-corruption laws or regulations, is intended to, or does, influence or reward any person for acting in breach of an expectation of good faith, impartiality or trust, or which a reasonable person would otherwise consider to be unethical, illegal or improper.

10.2 The Contracting Party warrants that it will, to the extent required by law or to satisfy their fiduciary or other obligation to third parties, disclose and obtain their consent (if required) for the Contracting Party's receipt of any benefits under this Contract, including any commissions or rebates.

## 11 Termination

- 11.1 If the Contracting Party commits a breach of clause 2.1, 3.8, 7.1, 9.1, 12.2 or 12.3 of this Contract, OM can terminate this Contract on immediate notice.
- 11.2 The Contracting Party acknowledges that this Contract will automatically terminate in the event that OM's agreement with the Site Owner, pursuant to which OM is entitled to licence the use of the Panel, is terminated. In such circumstances, OM will notify the Contracting Party of such termination and may provide an alternative Panel(s) for the Contracting Party's consideration in the place of the unavailable Panel. If the Contracting Party rejects the alternative Panel, OM will credit the Contracting Party with so much of the Fee as is proportionate to the period of the Term so terminated for the affected Panel. OM will not be liable in any way in connection with any such termination beyond the extent expressly provided in this subclause.
- 11.3 For the avoidance of doubt, the Contracting Party acknowledges it has no contractual right to cancel or terminate this Contract for convenience.

## 12 General

- 12.1 OM may assign or otherwise transfer this Contract or any of its rights or obligations under this Contract.
- 12.2 The Contracting Party may not assign, transfer or otherwise deal with its rights and obligations under this Contract. The Contracting Party may not sub-licence the Panel or place advertisements (whether directly or indirectly) on behalf of third party advertiser(s) (whether as an agent or otherwise).
- 12.3 This Contract and all information supplied by OM to the Contracting Party in relation to OM's finances and affairs, advertising space(s), contracts, pricing, methods of business and any other information which is designated confidential by OM or ought reasonably be regarded as confidential is confidential and the Contracting Party will treat it as such and will not disclose it, or any part of it, to any third party without the prior written consent OM. The Contracting Party must not use, sell, supply or otherwise disclose this Contract, or any part of it, to any third party as part, or as a constituent of, any market analysis, research or other study of revenues generated from out-of-home advertising and/or the use and availability of any of OM's sites. Despite anything in this clause, OM may disclose this Contract to a Site Owner and its Related Bodies Corporate, its advisors or due to any law or rule of any stock exchange. The Contracting Party acknowledges that the Site Owner may disclose the information in question to third parties.
- 12.4 This Contract sets out the entire agreement between the parties as to its subject matter and supersedes all previous agreements, understandings and negotiations on that subject matter.
- 12.5 Any variation to this Contract must be made in writing and signed by the parties.
- 12.6 The parties agree that no promise or representation made or given by OM, its employees, officers, agents or contractors will be recognised unless contained in this Contract.
- 12.7 This Contract shall not be binding on OM until it has been accepted by signature by its duly authorised officer.
- 12.8 Any notice may be given by mail or email and sent to a mail address or email address reasonably believed by the sending party to be that of the receiving party. Where contact details for the receiving party are set out in the Contract such contact details must be used unless the receiving party has previously informed the sending party in writing of an alternative mail address or email address.
- 12.9 This Contract is governed by the laws in force in the state or territory in which the Sites the subject of this Contract are located, or if they are located in more than one state or territory, the laws in force in New South Wales, Australia, and each Party submits to the exclusive jurisdiction of the courts exercising jurisdiction in that place.

## 13 Definitions

- Administration Fee** means the administration fee specified in the Contract Cover Page and Billing Schedule.
- Advertiser** means the Client or the Client of the Agency specified in Contract.
- Advertising Material** means the Contracting Party's advertisement(s) to be displayed on OM's Panel, including any other item or object to be installed or displayed, at the Panel, but excludes any app or coding.
- Contract** means together these Terms and Conditions, the Contract Cover Page, Billing Schedule, Display Details and Production Schedule and any annexures including, without limitation, the Advertisement Content Policy (as amended from time to time).
- Contracting Party** means the party specified in the Contract as the Client/Agent.
- Fee** means the total advertising fee for the Term specified in the Contract Cover Page and Billing Schedule.
- Intellectual Property** means all copyrights, trademarks, designs, patents, circuit layouts, business and domain names, inventions, trade secrets and other results of intellectual activity in the industrial, commercial, scientific, literary or artistic field.
- OM** means oOhMedia Operations Pty Ltd (ABN 44 094 713 210).
- Panel** means the advertising space granted in the Contract or such other advertising space which forms part of OM's product suite as varied from time to time as may be provided pursuant to this Contract. For the avoidance of doubt, some structures, such as digital displays, may be comprised of more than one Panel.
- Personal Information** has the meaning given in the *Privacy Act 1988* (Cth) and the Australian Privacy Principles.
- Related Bodies Corporate** has the meaning given to it by section 50 of the *Corporations Act 2001* (Cth).
- Services** means the costs for installing, servicing or maintaining Advertising Material on a Site, such as installation costs or any other costs associated with the Advertising Material (including digital advertising).
- Site** means the geographical or online location of a Panel.
- Site Owner** means the owner, licensor, or lessor of the Site and/or any other person having the right to lease, licence or grant rights in respect of a Site to OM.
- Term** means the period starting on the Contract start date and expiring on the Contract end date outlined in the Contract (both inclusive).



# ADVERTISEMENT 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:**
- Comply with Commonwealth law and the law of the relevant State or Territory legislation;
  - 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;
  - 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
  - Only promote a legal product or service, political campaign, or other lawful messaging.
- 1.2 **MUST NOT:**
- Depict violence (unless it is justified within the context of the product or service being advertised);
  - Be explicit, obscene or offensive, cause offence or be likely to inflame tensions in the community between religious, racial groups or ethnic groups;
  - Cause OM to breach any obligations to third parties, such as site owners or installers or raise work health and safety concerns at sites;
  - Be misleading or deceptive or likely to mislead or deceive;
  - 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;
  - Employ sexual appeal in a manner which is exploitative and degrading of any individual or group of people;
  - Treat sex, sexuality and nudity without sensitivity to the relevant audience;
  - Contain strong or offensive language or any language that is likely to denigrate, insult or offend, particularly if combined with sexual images; and
  - Normalise, perpetuate or promote unsafe behaviour;
  - 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:
- has the potential to create significant tension in the community given all the circumstances (including the political, social or environmental context); or
  - raises work health and safety concerns for OM staff or the public;
  - raises concerns for the preservation of OM sites or signage;
  - 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:**
- 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;
  - 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
  - Present a mature, balanced and responsible approach to the consumption of alcohol.
- 3.2 **MUST NOT:**
- Encourage excessive consumption or abuse of alcohol;
  - Promote underage drinking or offensive behaviour;
  - Have strong or evident appeal to children or adolescents and adults appearing in advertisements must be over 25 years of age;
  - Suggest the consumption of alcohol can change a mood or environment;
  - Depict any association between alcohol and the operation of motor vehicles, boats, aircraft or sporting activity; and
  - Challenge or dare people to drink a certain brand or type of alcohol.

## 4 OM Road advertising

- 4.1 **MUST:**
- Contain text that is legible at a safe distance and not distracting to drivers.
- 4.2 **MUST NOT:**
- Carry traffic lights or road and safety sign impersonations;
  - Include traffic safety words such as 'Stop', 'Halt' or 'Give Way';
  - Have flashing lights or reflectors;
  - Contain moving parts; and
  - 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:
- All advertising shall comply with the relevant Commonwealth and State legislation;
  - All advertising shall comply with voluntary codes of conduct established by the advertising industry;
  - The advertising of cigarettes and tobacco products, including any reference to brand names or to smoking is not permitted;
  - 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;
  - Advertising that is, or is likely to be, offensive (as decided by the airport authority) is not permitted;
  - Advertising that imitates or may be confused with, terminal directional or information signs, either by shape, size or colour is not permitted;
  - Advertising that does not conform to a standard considered suited to a prestige location is not permitted;
  - 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;
  - Advertising shall not conflict with the Terminal directional signage.- Advertisements should be made up of approximately 80% pictorial content and 20% advertising copy;
  - Foreign language content within the advertisement will be permitted only where a translation in English appears of the same size;
  - 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;
  - Advertising must avoid text messages in areas adjacent to safety information, security checkpoints and arrival and departures informational signage;
  - Advertising should not attempt to duplicate or imitate airport graphic text or symbol standards in any type, style, colour or layout;
  - Terminal directional and informational signage should have preference over advertising graphics if issues of congested signage and information overload occur;
  - Advertising must avoid prices being highlighted or prominent in creative; and guidelines vary between terminals.
  - Prices may be featured only within the text of the ad and in standard size font;
  - 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;
  - 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
  - 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:
- No gambling of any sort to be advertised;

- No reference to relationships, loyalty agreements, frequent flyer programmes with or utilising competitor airlines;
- No Travel Sites/Agents/Aggregators;
- No non-Woolworths Supermarkets;
- No non-Qantas Insurance or no non-QF Credit Cards and Travel Cards; and
- No Streaming Services (excluding Stan).

## 6 OM Study advertising

- 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);
- OM will advise of approval/non-approval within three working days of submission of the creative;
- Static material will not be printed and installation of all Panels will not proceed unless approval has been granted; and
- The Contracting Party is responsible for providing the creative for approval to OM.

## 7 OM Retail advertising

- 7.1 **MUST NOT:**
- Direct shoppers to leave the shopping centre in which the advertising material is displayed (the "Shopping Centre");
  - Promote a third-party shopping centre that competes with the Shopping Centre;
  - Advertise any retailer that is a competitor of a retailer in the Shopping Centre (excluding particular retail or product brands);
  - Display an advertisement for a tenant of the Shopping Centre in the proximity of a competitor tenant from the same Shopping Centre;
  - Display objectionable images as deemed by the Shopping Centre or OM (at the absolute discretion of either);
  - Advertise an internet retailer, product or service that is not available for sale within the Shopping Centre;
  - Advertise in another language unless the advertisement includes an English translation and
  - 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:**
- 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:
- if OM is of the opinion that the advertisement contravenes any of the Codes of this Policy;
  - the ASB requests OM removes the advertisement from its Panels or the content has been the subject of an upheld complaint; or
  - 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 contain