

MTV AUSTRALIA WEBSITE TERMS OF USE

These are the legal terms ("Terms of Use") that apply when you use the MTV Australia website ("the Website"). It is important that you take the time to read them carefully. The Terms of Use apply to all users of the Website.

If you do not agree to any of these terms we do not grant you permission to use the Website. If you have any questions you can contact us as set out below.

You can print this page by choosing the Print function from your browser.

1. OUR DETAILS

"We", "us" and "our" means MTV Networks Australia Pty Ltd (ACN 107 601 418) (**MTVNA**). Our principal place of business is Ground Floor, 4-16 Yurong Street, East Sydney NSW 2010 Australia.

If you have any questions or concerns please contact us at MTVNA.Feedback@mtvna.com.au.

2. ACCEPTING THE TERMS

In order to use the Website, you must firstly agree to the Terms of Use. You may not use the Website if you do not accept the Terms of Use. You can accept the Terms by simply using the Website. You understand and agree that we will treat your use of the Website as acceptance of the Terms of Use.

3. CHANGES TO THE TERMS OF USE

- 3.1 We may need to make changes to these Terms of Use in future, for example to reflect changes in the law, changes in the type of websites or information we provide to you through the Website or to correct errors in these Terms of Use. When these changes are made, we will make a new copy of the Terms of Use available at www.mtv.com.au. We will try to keep all such changes to a minimum.
- 3.2 We recommend that you check these Terms of Use from time to time to see if they have changed. We will always state at the bottom of these Terms of Use the date on which they were last updated.
- 3.3 If you continue to use the Website after our Terms of Use change you will be bound by those changes.

4. YOUR USE OF THE WEBSITE

Age

- 4.1
 - (a) You must be 18 years of age to use the Website. If you are under 18 you must have the permission of your parent or guardian to use the application.
 - (b) Until you are 18 years old, by using our online services you certify that your parents or legal guardian has consented to your use and agreed to these Terms of Use on your behalf, and you acknowledge and agree that your use of our online services is at their

discretion. We may require your parents or legal guardian to provide a written acknowledgement of these Terms of Use on your behalf before we provide you with part of all of our online services.

- (c) We reserve the right to change, amend or remove any part of the Website at any time.

Content Submission

4.2

- (a) Unless otherwise stated, all content submitted to the Website will be submitted via third party social networking websites made available on the page (e.g. Facebook) and as such, will only be moderated after publication. Any content that we reasonably believe may be offensive, defamatory, in breach of any law or regulation, in breach of any of the terms of use set out in Clause 5, or which otherwise may infringe any third party rights may be removed without notification.
- (b) If you see any content that you believe may be offensive, defamatory, in breach of any law or regulation, in breach of any of the terms of use set out in Clause 5, or which otherwise may infringe any third party rights, please contact us at MTVNA.Feedback@mtvna.com.au.

General

- 4.3 All users of the Website must use the Website in a considerate and responsible manner. You are not allowed to use the Website:

- (a) for any purpose that is against the law;
- (b) in connection with a business, including without limitation to promote any product or Websites;
- (c) in any way that causes our Website service to be interrupted, damaged, impaired or rendered less efficient;
- (d) in any way that could damage or disrupt another user's computer;
- (e) for the transmission, uploading or posting of any computer viruses or other harmful files or programs;
- (f) to transmit, upload or post any material which is defamatory, offensive, racist, vulgar, libelous, pornographic, obscene or menacing or which could cause annoyance, inconvenience or needless anxiety to anyone else;
- (g) as a means to threaten, stalk, harass, abuse or insult anyone else;
- (h) to collect personal data about other users (for example to use for "spam");
- (i) in a way that violates or infringes the rights of anyone else, for example other people's copyright or right to privacy;
- (j) to create a false identity that misleads others about the identity of the sender or the origin of a message, for example you must not impersonate an MTVNA

employee or another user or company;

- (k) to make available in any way (for example by providing links to) any material which would amount to a breach of these terms if you had posted it directly, or which contains any virus or other harmful code, or which may otherwise harm our Website or our computer systems or any third party computer system; or
- (l) in any other way that could reasonably be expected to affect us adversely or reflect negatively on our goodwill, name or reputation.

- 4.4 We provide the Website (and the information and materials provided as a result of this Website) solely for your personal and private use. The information and materials must not be used for any other purpose without our express written permission. For example, you are not allowed to copy, transmit or reverse engineer anything available via the Website without our prior written consent. Unless we specifically tell you otherwise this restriction also applies to you modifying any information or materials available via the Website.
- 4.5 The material and information provided by us and other third parties as part of the Website is protected by intellectual property rights including copyright, designs and trade marks. Nothing in these terms gives you any rights of ownership in that material or information and you may only use that material and information in accordance with these terms.
- 4.6 If you provide any information that is untrue, inaccurate, or not current or complete, or we have reasonable grounds to suspect that such information is untrue, inaccurate, or not current or complete, we have the right to suspend or terminate your access to those parts of the Website requiring registration.
- 4.7 You acknowledge that we may establish general practices and limits concerning use of the Website, including without limitation the maximum number of days that message board postings or other uploaded content will be retained by the Website and the maximum number of times (and the maximum duration for which) you may access the Website in a given period of time.
- 4.8 You agree that we have no responsibility or liability for the deletion of or failure to store any messages and other communications or other content maintained or transmitted by the Website. You further acknowledge that we reserve the right to change these general practices and limits at any time, in our sole discretion, with or without notice.

Social Project

- 4.9 From time to time we may create specific online communities ("**Local Communities**") which you may join by following the registration process which may be powered, hosted, and administered by Social Project Inc ("**SP**") which is a company based in the United States that operates a website at <http://www.socialproject.com>. SP uses its social-networking and social-media technologies and services to power a number of online communities around the world that are connected to create a global network of online social communities ("**SP Network**").
- 4.10 If you choose to join any of our Local Communities you will be required to submit your details to create a user profile for that community which shall be governed by these Website Terms of Use and our Privacy Policy. At the same time you will also automatically register with and submit your details directly to SP and you shall be required to accept the SP Terms of Use, SP Privacy Policy and SP Copyright Compliance Policy ("**SP Terms**"), all of which are accessible at www.mtv.com.au .

- 4.11 Your use of any part of a Local Community which is hosted and powered by the SP Network will be governed not only by these Website Terms and Conditions but also by the SP Terms. Please check both our Privacy Policy and the SP Privacy Policy for details on how your personal information will be dealt with by us and SP respectively
- 4.12 You may deactivate your member profile by going to the "Account" section within the "Profile" area and clicking on the relevant link. You will then be removed from that Local Community and the SP Network.

5. USER MATERIAL

5.1 Material Contributed By You

- (a) As part of the Website we may provide upload facilities to use the Website, and may provide additional elements such as various message boards, chat rooms, weblogs, upload facilities, profile pages and other message and communication facilities that provide you with the ability to submit, display and exchange information, messages and other content (including without limitation video clips, music clips, artwork, photos, messages and images) with us and with other users.
- (b) You are fully responsible for any rating, review, comment, or information that you submit, publish or post on the Website.
- (c) The opinions and views contained on this website are not necessarily our views. You are advised to seek specialist advice before acting on information contained on the Website which is provided for general use and may not be appropriate for your particular circumstances.
- (d) The Website is public and material you submit may be read or viewed by other people. You should only provide material or messages that you are willing for other people to see. This does not refer to emails or messaging Websites which we tell you will be private. You should not disclose personal information (for example your full name, address or financial details) in any material or messages when you use the Website. Any disclosure of such information is done at your own risk and we hereby waive any responsibility for any misuse of such information.
- (e) We may also provide access to social networking features provided by other websites, including without limitation Facebook. You hereby acknowledge that we are in no way affiliated with these service providers, and any issues with functionality or terms of service of these service providers should be taken up with these service providers directly.

5.2 Uploading and licence

- (a) Your material still belongs to you. We do not claim any ownership rights in your material. This means that you continue to retain all ownership rights and you may still use your material in any way you choose, including licensing that material to other websites.
- (b) In exchange for allowing you to upload your material and make it available to the public via the Website, by uploading any material (including photos, artwork, messages, videos and images) to the Website you agree to grant us (for the full term of any rights that may exist in your material and without payment to you or any third party) a worldwide, non-exclusive, royalty-free, transferable licence (with a right to sublicense) to use, reproduce, distribute, prepare derivative works of, display, and perform the uploaded materials in

connection with the provision of the Website, and in any and all media and in any manner we may determine in our sole discretion in perpetuity.

- (c) By uploading any materials to the Website you agree to grant to every user of the Website, a worldwide, non-exclusive, royalty-free, licence to access those materials through the Website, and to use, reproduce, distribute, prepare derivative works of, display and perform it to the extent permitted by the functionality of the Website and under these Terms of Use.
- (d) You understand and agree that you are solely responsible for any material you upload to the Website and the consequences of posting or publishing them, and you acknowledge that we expressly disclaim any and all liability in connection with any material submitted by you.
- (e) You represent and warrant that you have (and will continue to have during your use of the Website) all necessary licenses, rights, consents, and permissions which are required to enable us to use the materials uploaded by you.
- (f) You hereby acknowledge that in addition to the above licence, you may also be required to grant a licence for your materials to third party sites, including without limitation social networking sites whose facilities are provided on the site (e.g. Facebook). Such licences will be in accordance with any terms of use set by that third party.

5.3 How we may use your material

In accordance with the licence you grant us:

- (a) We can play, publish, make available to the public, perform, display, reproduce, distribute and otherwise use your material on television channels owned and operated by us or our related companies worldwide and on any other media whether now known or invented in the future (including, without limitation, websites and mobile phone applications).
- (b) We have the right to host, store, copy, modify, adapt, edit, translate, create derivative works from, incorporate into other works, and/or otherwise treat in any way your materials at our discretion.
- (c) We may (but we are not obliged to) identify you as the creator or author, for example by displaying your name or any photograph of you that you may have submitted when your material appears on the Website.
- (d) We have the right to sub-licence our rights in your material to third parties in the normal course of our business. There is no restriction on us obtaining advertising or sponsorship revenue in connection with your material (for example selling advertising space next to your materials or using your materials in commercial advertisements).
- (e) We acknowledge that you may have moral rights in your material, and you hereby consent to all and any acts or omissions which, but for this consent, would be a breach of those moral rights for the purposes of us using your material in accordance with these terms. Your moral rights include the right to be identified as the author and the right to object to derogatory treatment of your material.
- (f) We have the right not to exhibit your material on the Website or any other media, and the right to remove your material, or links or any other means of access to your material, from the Website or other media at our discretion at any time.

5.4 Terminating this licence

If you want us to stop using your material please submit the details of your material along with your instruction to remove this material to MTVNA.Feedback@mtvna.com.au. We will then stop using your material in new programming on our MTV services as far as reasonably practicable. However we are not obliged to stop your material where it is already being used or where we have already incorporated it into compilation packages or other programming or where we have sublicensed your materials to a third party.

5.5 Your promises

- (a) Any materials you post or upload to the Website (whether posted or uploaded directly to the Website, through a third party site e.g. Facebook, or otherwise) must be your own work. Materials that you did not create yourself, or that includes information about people without their permission can result in serious liability to us and to you. Accordingly, you promise that:
- i. You are the only creator, author and owner of the materials you post, send or upload, or if you are not the exclusive owner you have received written consent from the owner to upload, send or post the materials and to grant us the rights to use the materials as set out above.
 - ii. Our use of your materials will not infringe any intellectual property or other rights of any third party (for example trade marks, copyright, privacy rights). This means that, if your materials contain any underlying copyrights such as but not limited to music, lyrics, film footage, photographs, artwork or other copyright material owned by any other person, you confirm that you have obtained all consents in writing (including from other people appearing in your materials) necessary for us to use your material as set out above.
 - iii. The materials will not contain anything that is defamatory, illegal or that is or might be considered to be offensive.
 - iv. Your materials are free from any right or claim by anyone under any recording contract, publishing contract, or any union, guild or collecting society such as the Performing Right Society and you agree that you will inform us immediately if this status changes.
- (b) We reserve the right (but shall have no obligation) to decide whether the materials submitted by you comply with the content requirements set out in these Terms of Use and may remove such materials and/or terminate your access for uploading any materials which is in violation of these Terms of Use at any time, without prior notice and at our sole discretion.

5.6 Moderation of Materials

- (a) We do not necessarily (and are not obliged to) pre-moderate the material that you submit to our online services, but we reserve the right to monitor any material submitted and any communications on our online services and you now consent to any such monitoring.
- (b) . We reserve the right to remove, at any time and without reason or prior notice or any liability to you, any material that you have submitted.

6. SERVICE

- 6.1 We may establish general practices and limits concerning use of the Website, including without limitation, the maximum number of times (and the maximum length of time) you may access the Website in a given period. We have the right to change these general practices and limits from time to time without having to tell you in advance.
- 6.2 We endeavour to provide a satisfactory level of performance for the Website. However it is not technically possible or practical for us to provide the Website free of all faults at all times. The information and material provided on the Website may include some inaccuracies or typographical errors, which we will endeavour to correct as they come to our notice. The Website may sometimes be unavailable for technical reasons, for maintenance or for us to make editorial changes. We may also decide at any time to discontinue providing certain parts of the Website, or cease the Website entirely. Any such decision may be at any time, without prior notice and at our sole discretion.
- 6.3 We do not control the content posted by other users of the Website and for that reason we cannot guarantee the accuracy, integrity or quality of any such content. Postings by other users do not represent our views or those of our employees or representatives. If you use the Website you must accept that you may be exposed to content that may be offensive or objectionable. If you wish to complain about particular content you can send an email to us at MTVNA.Feedback@mtvna.com.au.
- 6.4 We use reasonable efforts to check information and content on the Website and the Website for viruses, however we do not promise that the Website will be free of viruses or bugs and recommend that you also use care in this regard by using anti-virus software when accessing the Website.

7. LIABILITY

- 7.1 We will not be liable to you for failures, defects or delays in the Website in any circumstances, including without limitation where:
- (a) you have provided incorrect information in connection with the Website;
 - (b) you accidentally erase an element of the Website provided to you; or
 - (c) you fail to comply with the instructions for use of the Website as explained by us.
- 7.2 You agree that to the extent permitted at law and except for death and personal injury arising from our negligence, we shall not be liable in contract, tort, negligence, statutory duty or otherwise, for any loss or damage whatsoever arising from or in any way connected with these Terms of Use or the use or performance of the Website including without limitation, damage for loss of business, loss of profits, business interruption, loss of business information, or any other pecuniary loss (even where we have been advised of the possibility of such loss or damage).
- 7.3 Should any entities or individuals suffer loss, damages, loss of reputation, loss of earnings or potential earnings, loss of profits, incidental and consequential damage, loss of goodwill resulting from the content or materials posted on the Website, or inability to use the Website, we will undertake no responsibility and assume no liability in respect of such content or materials posted by us, our users or any third party.
- 7.4 We will not be liable to you (whether as a result of contract law, tort, statutory duty or otherwise) for any reason, including without limitation for any loss or damage arising from

or in any way connected with your use of, or inability to use, the Website in respect of any losses:

- (a) that are related to a business or commercial undertaking
 - (b) that were unforeseeable
 - (c) that are related to loss of opportunity, loss of goodwill or injury to reputation
 - (d) that are suffered by third parties who are not users of the Website
 - (e) that are caused by loss of data, or computer virus
 - (f) that are due to your fault, for example if you have provided incorrect information to us, where you erase an element of the Website provided to you or you fail to comply with the instructions for use of the Website as explained by us
- 7.5 If you have a claim against another user of the Website you will pursue that claim independently and without recourse to us.
- 7.6 We do not in any way seek to limit or exclude our liability to you for death or personal injury or any loss arising as a result of fraud.
- 7.7 You agree that you are solely responsible for (and that we have no responsibility to you or to any third party for) any breach of your obligations under the Terms of Use and for the consequences (including any loss or damage which we may suffer) of any such breach.

8. COMPENSATION

You will be required to compensate us in full for all of our losses caused by your misuse of the Website, including losses we suffer by virtue of someone else bringing a claim against us in respect of such misuse. A misuse of the Website arises if you do not comply with the rules set out in these Terms of Use, an example would be if you uploaded materials that infringe someone else's rights, or content that would be reasonably considered to be defamatory to any person.

9. THIRD PARTIES

Bookings – Venues, Tours and Events

- 9.1 Venues, tours or events for which you may find information on our Website and may have their own entry conditions and we recommend you view these prior to making any purchase. These entry conditions will usually be made available on the venue, tour operator or event website or by contacting the venue, tour operator or event operator directly.
- 9.2 We do not have and never intended to have any contractual involvement in your dealings with the venues, tour operators or event operators on the Website. Any disputes between you and any venue, tour operator or event operator listed on the Website (for example, in relation to any booking at the venue, promotional offer, venue information, food, venue website, bill, tour or event) shall be resolved between you and the venue, tour operator or event operator. We are not privy to the contract or dispute and will not become involved.

Third Party Content

9.3 The Website may contain links to other websites which are not controlled by us. Any such links are provided solely for your convenience and this does not amount to an endorsement by us of that website or its content. If you use those links you will leave our Website and if you decide to visit any linked site, you do so at your own risk. These legal terms only apply to your use of our Website and we cannot be responsible for any content, or products and websites available on any other websites as we do not control them.

10. SAFETY AND PARENTAL RESPONSIBILITY

10.1 At all times we recommend taking precautions when using the Website including:

- i. keeping your identity private. We do not recommend giving out your full name, postal address, telephone number, email address, the name of your school, university, workplace or any other information (other than that specifically requested by us), that could help someone discover your actual identity, but if you are going to do so, take all reasonable precautions in light of your specific situation;
- ii. not physically meeting with anyone you've only met online: we don't recommend that you meet with anyone you meet online, but if you are going to do so, take all reasonable precautions in light of your specific situation, including alerting someone to your whereabouts at all times;
- iii. not replying to any messages that are hostile, rude or inappropriate, or in any way make you feel uncomfortable.

10.2 We are concerned about the safety and well being of all our users, but children in particular. Parents and guardians who allow their children to use the Website should take care to supervise and assist their children. We remind you that the Website is designed to appeal to a wide audience. As the legal guardians, we remind parents that it is their responsibility to supervise children and to determine whether particular areas of our programming or Website are unsuitable for your child. If you have any concerns about the Website, please do not hesitate to contact us at the address set out above.

11. SUSPENSION AND TERMINATION

We have the right to suspend or terminate your access to the Website or any aspect of it if you do not comply with these Terms of Use or if we have reasonable grounds to believe that you are likely to breach them. We will use reasonable efforts to give you reasonable prior notice of our intention to suspend or terminate your access unless your non-compliance is or could be against the law, is adversely affecting other users of the Website or could damage our reputation.

12. COMPETITIONS

If you enter a competition we will alert you to the specific rules that apply to that particular competition.

13. PRIVACY

- 13.1 We will comply with all applicable Australian privacy legislation from time to time in place in respect of any personal information you submit to us.
- 13.2 You may be asked to input information about yourself on different areas of our Website. We will only use that information for the purposes set out in our privacy policy (available at www.mtv.com.au) or as stated at the time the information is requested.
- 13.3 If you want to remove all of your information from our databases, you can do so by sending an email to MTVNA.Feedback@mtvna.com.au specifying your name, email address and telephone number and asking for your information to be removed. You should also read our privacy policy, available at www.mtv.com.au containing further information about how we collect, store and use information about you in the course of providing the Website.

14. COMPLAINTS AND TAKE DOWN

If you want to make a complaint about the Website or if you think your or someone else's intellectual property or other rights have been infringed on the Website you can give us full details by sending an email to MTVNA.Feedback@mtvna.com.au.

15. SEVERABILITY

Each provision of these terms excluding or limiting liability is to be construed separately and will apply and survive even if for any reason one or other of those provisions is held to be inapplicable or unenforceable in any circumstances. Each of the provisions of these terms excluding or limiting liability will remain in force notwithstanding any termination of these terms or termination or suspension of your access to the Website.

16. NO WAIVER

No waiver of any rights by either you or us will be taken as a waiver of any other rights you or we may have. For example if we waive our rights to complain about a particular breach of these terms by you it does not prevent us from complaining about other breaches.

17. GOVERNING LAW AND JURISDICTION

These terms are governed by the laws of New South Wales and both you and we agree to submit to the non-exclusive jurisdiction of the New South Wales courts.

These terms were last updated on 8 August 2011.