



General Terms & Conditions

December 2009

1. bandit.fm General Terms and Conditions

A. General Terms & Conditions

1. General

The bandit.fm network of websites (including bandit.fm and any related websites which contain a direct link through to these terms and conditions) (collectively, **the bandit.fm Site**) are owned and operated by Sony Music Entertainment Australia Pty Ltd, trading as bandit.fm (**bandit.fm**).

The bandit.fm Site is a general entertainment site and digital music store. The bandit.fm Site allows you to become a registered member and create a bandit.fm account through which you can purchase digital content such as sound recordings, videos and related artwork (**Products**), and participate in bandit.fm's social networking service.

2. Your Acceptance of the Terms & Conditions

Your access to the bandit.fm Site is conditional upon your acceptance of, agreement to and compliance with these General Terms and Conditions (which include the Terms of Sale stated at "B" below and the Privacy Policy) as well as other notices and disclaimers contained here and elsewhere on the bandit.fm Site (together, the **General Terms and Conditions**). Your use of and access to the bandit.fm Site constitutes your agreement to the General Terms and Conditions, whether or not you are a registered member of the bandit.fm Site.

If you become a registered member of the bandit.fm Site by creating a bandit.fm account, your account as well as your access to and use of the bandit.fm Site will be governed by these General Terms and Conditions and any other terms and conditions as contemplated in Clause 3 below which may apply to specific portions of the bandit.fm Site and/or your bandit.fm account. Your use of any specific portion of the bandit.fm Site and/or your bandit.fm account constitutes your agreement to all applicable terms and conditions.

bandit.fm reserves the right to amend, update, change or delete portions of the General Terms and Conditions at any time without prior notice and you should periodically refer to them. Any modification of the General Terms and Conditions will be posted on this page and bandit.fm may post a pop-up notification of the revised General Terms and Conditions. If you are a registered member with a bandit.fm account, bandit.fm will notify you of any material changes to the General Terms and Conditions by sending an email notification to the email address specified in your bandit.fm account details. Your continued use of the bandit.fm Site following our posting or notification of an amendment to the General Terms and Conditions will constitute your binding acceptance of the change. If any modification is unacceptable to you, you must stop using the bandit.fm Site. If any monthly membership program applies to your bandit.fm account and you terminate that monthly membership program as a result of a material change to the General Terms and Conditions, such termination will be in accordance with the terms and conditions specifically applicable to your monthly membership program.

3. Additional Terms and Conditions

Additional terms and conditions may apply to the purchases of goods and services and to specific portions of the bandit.fm Site and/or your bandit.fm account. For example, separate terms and conditions will apply to monthly membership programs and the social networking service of bandit.fm, both of which are optional features available to you for use in connection with the bandit.fm Site. All terms and conditions will be published on the bandit.fm Site. Unless otherwise provided by the additional terms and conditions, those terms and conditions are hereby incorporated into these General Terms and Conditions. If there is a conflict between these General Terms and Conditions and the terms and conditions applicable to a specific portion of the bandit.fm Site and/or your bandit.fm account, or for any service offered through

the bandit.fm Site, the latter terms shall apply with respect to your use of that portion of the bandit.fm Site and/or your bandit.fm account or the specific service.

4. Eligibility

By using the bandit.fm Site, you represent and warrant that:

- (a) all registration and/or payment detail information which you submit is truthful, accurate and complete;
- (b) you will maintain the accuracy of such information; and
- (c) you are 15 years of age or older and have the capacity to understand, agree to and comply with these General Terms and Conditions.

If you are 15 or older but under the age of 18, you should review these General Terms and Conditions with your parent or guardian to make sure that you and your parent or guardian understand these General Terms and Conditions.

5. Objectionable Material.

You acknowledge that when using the bandit.fm Site, you may come across content that you find offensive, indecent or objectionable. You agree to use the bandit.fm Site at your own risk and that bandit.fm will not be liable to you for any content that you may find to be offensive, indecent, or objectionable, including but not limited to circumstances where such content is posted on the bandit.fm Site by a registered member or user of bandit.fm or any other third party.

If you have a complaint or concern about content on the bandit.fm Site, whether it is made available by bandit.fm or by another registered member or user of bandit.fm or any other third party, you should inform bandit.fm by using the 'Report Complaint' link displayed in connection with the content.

Under the *Broadcasting Services Act 1992*, you have a right to report to the Australian Media and Communications Authority (**ACMA**) about certain prohibited content or potential prohibited content which in summary is internet content that falls within the classifications RC ('refused classification'), X18+ or R18+ for content other than eligible electronic publications, or internet content that falls within the classifications RC, Category 2 Restricted or Category 1 Restricted for eligible electronic publications. For more information visit the ACMA website.

You agree to comply with any age restrictions on content. Parents and/or guardians should restrict access where necessary for users that are under 18 years of age.

6. Technical Requirements.

In order to use the bandit.fm Site, you will need internet access and certain software and hardware items. You may need updates or upgrades of these items from time to time. You acknowledge that your ability to use the bandit.fm Site may be affected by the performance of hardware, software or internet access. You acknowledge and agree that all technical requirements, which may change from time to time, are your responsibility. Please refer to the FAQ for the minimum technical requirements for use of the bandit.fm Site.

7. Account Security

When you sign up to become a registered member of bandit.fm and create a bandit.fm account, you will be asked to select a username and password. You will be responsible for all activities occurring under your username and for keeping your password secure. bandit.fm may, in its sole discretion, refuse to grant you a particular username. You agree not to use the account, username or password of another member at any time or to disclose your password to anyone. You agree to notify bandit.fm immediately if you suspect any actual or attempted unauthorised use of your account or access to your password.

8. Use by members

The bandit.fm Site is made available for your personal, non-commercial entertainment use only. You may only use the bandit.fm Site for commercial purposes if specifically authorised in writing by bandit.fm. Commercial content such as commercial advertisements and links with sponsors or other commercial partners may be removed by bandit.fm in its sole discretion and may result in termination of your membership and access to the bandit.fm Site. Illegal and/or unauthorised use of the bandit.fm Site, including collecting usernames and/or email addresses of members by electronic or other means for the purpose of sending unsolicited email, employing third parties to promote profiles or channels for money, or any other commercial conduct is prohibited. bandit.fm reserves the right to take appropriate legal action for any illegal or unauthorised use of the bandit.fm Site.

9. Intellectual Property in Content on bandit.fm Site

Copyright

The non-user generated content of the bandit.fm Site (including copyright works, text, material, software, images, graphics, advertisements, databases, sound recordings, cinematograph films, animation, downloads, e-cards, streaming audio and streaming video) (together, **Content**) is copyright © Sony Music Entertainment Australia Pty Ltd and/or the copyright of its licensors, all rights reserved. You must not redistribute, assign, sell, rent, share, lend, modify, adapt, edit, copy, reproduce, decompile, communicate, transmit, make available, broadcast, perform, republish, sublicense, print, commercialise, upload or otherwise transfer or deal with the Content in any way except as expressly permitted on the bandit.fm Site. Without limitation, you are not granted any synchronisation, public performances, promotional use, commercial sale, resale, reproduction or distribution rights for the Content. You acknowledge that the Content embodies the intellectual property of bandit.fm and its licensors and is protected by law. Provided that you keep all Content intact and in the same form as made available by bandit.fm on the bandit.fm Site, you may, using an industry-standard web browser, download and/or stream and view the Content for your personal, non-commercial entertainment use. Otherwise no part of the Content of the bandit.fm Site may be reproduced in any form without the written consent of bandit.fm. All rights not expressly granted are reserved by bandit.fm.

The Content has been carefully compiled from sources believed to be reliable, but all Content is provided on the basis that bandit.fm does not warrant or guarantee and accepts no responsibility for the accuracy or completeness from time to time of any Content for any purpose. Subject to any statutory provisions which may not be excluded by law, bandit.fm will not be held liable for any damages whatsoever resulting from any action arising in connection with the use of any Content or its publication, including any action for copyright infringement, trade mark infringement or defamation.

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Trade Marks

You must not use any of bandit.fm's trade marks, including but not limited to, BANDIT.FM and PLAY IT. SING IT. BANDIT. without the prior written approval of bandit.fm.

10. Member Disputes

You are solely responsible for your interactions with other members. bandit.fm has no obligation to, but may, at its sole discretion, become involved in any way with disputes between you and other members.

11. Purchase and Use of Products

The purchase of a Product from the bandit.fm Site entitles you to only one full successful download of the Product. bandit.fm implements a download receipt system under which bandit.fm receives a digital notification once you have fully downloaded a purchased Product. Once bandit.fm has received that notification you will not be able to download the Product again unless you make a separate purchase of that Product. Once a Product is purchased and you receive the Product, it is your responsibility not to lose, destroy, or damage the Product. bandit.fm shall not be liable to you in the event of any loss, destruction or damage to Products which is not due to the negligence of bandit.fm. Products purchased from the bandit.fm Site by streaming (that is, contemporaneous digital transmission of an audiovisual work via the Internet) are intended for real-time viewing and must not be copied, stored, permanently downloaded or redistributed by the user.

You agree to use Products in compliance with the following rules of use.

(a) You shall be authorised to use the Products only for personal, non-commercial, entertainment use, and you shall not redistribute, assign, sell, rent, share, lend, modify, adapt, edit, copy, reproduce, decompile, communicate, transmit, make available, broadcast, perform, republish, sublicense, print, commercialise, upload or otherwise transfer or deal with the Products. Any other use of the Products is a breach of your agreement with bandit.fm and may also constitute copyright infringement;

(b) You agree that you will not attempt, or encourage or assist any other person, to circumvent or modify any security technology or software that is part of the Product or used to administer these terms of use, or interfere with, remove or alter any rights management information on the Products;

(c) In using any streaming service offered by bandit.fm, you agree that you will not, and will not encourage or allow any third party to:

- (i) permanently store or save, or attempt to permanently store or save, any content from the bandit.fm Site on any computer, external hard drive or any type of memory device;
- (ii) record or attempt to record any content from the bandit.fm Site; or
- (iii) circumvent or modify any security technology or software that is part of bandit.fm's streaming services.

bandit.fm reserves the right to modify the rules of use at any time.

bandit.fm may make changes to any Products or services offered on the bandit.fm Site, or to the applicable prices for any such Products or services, at any time, without notice. If any monthly membership program applies to your bandit.fm account and you terminate that monthly membership program as a result of a material change to the bandit.fm services and/or Products, such termination will be in accordance with the terms and conditions specifically applicable to your monthly membership program.

12. Album Cover Art

Subject to availability, bandit.fm may provide you with limited access to download certain album or video cover art for music or videos which you purchase through the bandit.fm Site. bandit.fm will not have any liability or responsibility for such cover art or your use of it. Cover art is provided for personal, non-commercial entertainment use only. You agree that you will not use such cover art in any manner that would infringe these General Terms and Conditions or the rights of any other party, and that bandit.fm is not in any way responsible for any such use by you.

bandit.fm SOCIAL NETWORKING SERVICE**13. User Names**

Any user name, screen name or other identifying name (**Identifying Name**) under which you engage in any social networking activity on the bandit.fm website, including but not limited to posting comments and exchanging messages with other registered members, must not involve impersonation of any kind and must not contain any advertisement, email address, street address, website URL or telephone number.

Creating a certain Identifying Name does not give you exclusive rights to that name within bandit.fm. bandit.fm reserves the right, in its sole discretion, to:

- (a) refuse acceptance of, remove or rename an Identifying Name for any reason including but not limited to circumstances where it considers that the Identifying Name is offensive, defamatory, in violation of any law or third party's rights, or in any way inappropriate for use on the bandit.fm Site; and
- (b) refuse acceptance of, remove, rename or reclaim an Identifying Name that is the same as or similar to the name of an artist, artist profile page, user profile page or any channel on the bandit.fm site, whether that artist, artist profile page, user profile page or channel is known or registered before or after your Identifying Name has been created. bandit.fm may also reassign any reclaimed Identifying Name to an artist, artist page, or channel on the bandit.fm website.

14. User Licence and Consent

The bandit.fm social networking service allows you to access the social networking features offered by bandit.fm, which include, among other things, posting comments on the bandit.fm Site and exchanging messages with other registered members with whom you have formed a connection on the bandit.fm Site. By submitting, posting or placing any text, files, images, photos, video, sounds, musical works, works of authorship or any other material on the bandit.fm Site (together, **Material**) in any way, you grant to bandit.fm a perpetual, royalty-free, non-exclusive, sub-licensable, irrevocable, unrestricted, assignable, worldwide licence to do the following in respect of the Material:

- (a) use, modify, delete from, add to, copy, reproduce, adapt, communicate, transmit, broadcast, make available, publish, print, publicly perform or display; and
- (b) sublicense to any person the unrestricted right to exercise any of these rights.

Subject to the limited licence of Material described above, bandit.fm does not claim ownership of or rights in any and all Material you submit, post or place on the bandit.fm Site.

You acknowledge that once you submit, post or place any Material on the bandit.fm Site it becomes public, and any Material that is contained within private messages you exchange with other registered members of bandit.fm may be reproduced, reused or otherwise made public by those members. bandit.fm shall have no responsibility or obligation to remove, or procure from any other party the removal of, any of your Material from the bandit.fm Site.

You warrant that:

- (a) you own the Material posted by you on or through the bandit.fm Site or otherwise have the right to post it on or through the bandit.fm Site and to grant the licence set forth in this clause 14; and

(b) the Material and its use does not infringe any copyright, trade mark, patent, design, privacy, confidentiality or any right of any party or otherwise contravene any law. You indemnify and hold harmless bandit.fm and any of its assignees or licensees from any claim, liability, loss or damage (including but not limited to any claim for fees or royalties in connection with the use of your Material on the bandit.fm Site) arising in respect of your breach or alleged breach of this warranty.

You will procure that any author of Material, unconditionally and irrevocably, to the fullest extent permitted by law (i) assigns in favour of bandit.fm and its licensees and their assigns all of the author's moral rights, or where an assignment of moral rights is not able to be made at law, waives in favour of bandit.fm and its licensees and their assigns all of the author's moral rights; and (ii) consents to any and all acts or omissions of bandit.fm and its Licensees and their assigns which would, but for this consent, infringe any of the author's moral rights, in relation to all forms of works and other copyright subject matter (both existing and future) howsoever arising anywhere in the world in connection with the Material and its use. Where the law requires bandit.fm and its Licensees and their assigns to specify acts or omissions (or specified classes or types of acts or omissions) to which the author consents, you will procure the author's consent to the following with respect to the Material: (a) alteration of size, colour and shape; (b) editing and adaptation, including use with other materials and the overlay or superimposition of other materials; (c) digitisation, including communication to the public; and (d) non-attribution of the author. If bandit.fm requests, you shall execute and deliver to bandit.fm any instruments or documents which bandit.fm believes are required to carry out any licence, waiver or consent.

15. Material Posted

bandit.fm may, without liability, refuse to post or remove any posting (including private messages exchanged with other registered members of bandit.fm) by you, or restrict, suspend or terminate your access to any part of the bandit.fm Site or bandit.fm's services at any time if bandit.fm determines, at its sole discretion, that you have breached these General Terms and Conditions or any applicable law or pose a threat to bandit.fm or any bandit.fm users. If any monthly membership program applies to your bandit.fm account and bandit.fm terminates your account in accordance with this clause, such termination will be in accordance with the terms and conditions specifically applicable to your monthly membership program.

bandit.fm takes no responsibility for monitoring the bandit.fm Site for inappropriate Material or conduct, irrespective of whether it chooses from time to time, in its sole discretion, to monitor the bandit.fm Site. bandit.fm assumes no responsibility for and makes no warranties regarding the Material, assumes no obligation to modify or remove any inappropriate Material, and assumes no responsibility for the conduct of the user submitting any such Material.

You are solely responsible for the Material that you post or transmit on or through the bandit.fm Site and for your interactions with other users.

If you have a complaint or concern about Material that another registered member or user has submitted, posted or transmitted on the bandit.fm Site, including but not limited to news posts, blog posts, and private messages, you should inform bandit.fm by using the 'Report Complaint' link displayed in connection with the Material.

16. Material/Activity Prohibited

The following are examples of the kind of Material and activities that are illegal or prohibited on or through the bandit.fm Site. bandit.fm may take appropriate legal action against anyone who, in bandit.fm's sole discretion, posts prohibited or illegal Material on or through the bandit.fm Site. bandit.fm reserves the right to cooperate fully with any law enforcement authority in any jurisdiction in respect of any lawful request to disclose the identity or other personal information in respect of anyone posting Material which breaches or allegedly breaches any law. By way of example, and not as a limitation, prohibited or illegal Material (**Prohibited Material**) includes Material that:

- (a) is patently unlawful, criminal, threatening, harassing, abusive, defamatory, harmful, libellous, contemptuous, obscene, vulgar, pornographic, profane, inappropriate, hateful, indecent or otherwise racially, ethnically or otherwise objectionable;
- (b) violates or infringes the rights (such as rights of privacy, publicity, copyrights, trademark rights and contract rights) of any other person or party or infringes any law;
- (c) contains excessive nudity or violence or contains a link to an adult website;
- (d) solicits personal information from anyone under 18 years of age;
- (e) constitutes or promotes information that you know is false or misleading or promotes illegal activities including but not limited to creating computer viruses or violating someone's privacy;
- (f) constitutes or promotes copyright infringement, such as providing pirated music or links to pirated music files or providing information to circumvent digital rights management devices;
- (g) includes a photograph or video of another person that you have posted without that person's consent;

By way of further example and not as a limitation, prohibited or illegal activity (**Prohibited Activity**) includes:

- (a) using the bandit.fm Site in a manner inconsistent with any and all applicable laws and regulations;
- (b) criminal or tortious activity, including child pornography, drug dealing, gambling, sending of viruses, infringing intellectual property rights (including but not limited to copyright, trademark and patent infringement);
- (c) posting, downloading or communicating any file or material posted by another user if you know, or reasonably ought to know, that the file or material cannot legally be downloaded or communicated in that manner;
- (d) inhibiting or restricting any other user from using the bandit.fm Site;
- (e) circumventing or modifying or attempting to circumvent or modify, adapt, translate, sell, reverse engineer, decompile or disassemble any security technology or software that is part of the bandit.fm Site;
- (f) deleting, circumventing or altering any author attribution, legal notices, rights management information or technological protection measures;
- (g) activity that involves the use of viruses, time bombs, cancel-bots, "Trojan horses", worms, or any other computer code, files or programs that interrupt, destroy or limit the functionality of any computer software, hardware or telecommunications equipment, or otherwise permit the unauthorised use of or access to a computer or a computer network;
- (h) harvesting or collecting email addresses or other contact information of members by electronic or other means;
- (i) disseminating any Material that involves the transmission of "junk mail", "chain letters", or unsolicited mass mailing, instant messaging, "spimming," or "spamming";
- (j) covering or obscuring the banner advertisements on your personal profile page, or any bandit.fm Site page;
- (k) any automated use of the system, including but not limited to, using scripts to add friends or send comments or messages;
- (l) interfering with the computer systems which support the bandit.fm Site, overloading a service, engaging in a denial-of-service attack, or attempting to disable a host;

- (m) impersonating or falsely representing your association with any person or organisation;
- (n) using the account, username, or password of another member or disclosing your password to any third party or permitting any third party to access your account;
- (o) soliciting passwords or personal identifying information for commercial or unlawful purposes from other users; and
- (p) engaging in commercial activities and/or sales without prior written consent from bandit.fm such as competitions and advertising.

Despite the foregoing, you acknowledge that there may be instances in which registered members or users submit or post Prohibited Material and/or engage in Prohibited Activity in connection with the bandit.fm Site and bandit.fm assumes no responsibility for such Prohibited Material and/or Prohibited Activity.

If you believe that Material posted or transmitted on the bandit.fm Site by another registered member or user constitutes Prohibited Material or involves Prohibited Activity, or if you have a general complaint or concern about Material you see, you should inform bandit.fm by using the 'Report Complaint' link displayed in connection with the Material.

17. Retention of Material after you close your bandit.fm account

You acknowledge that even once you terminate your bandit.fm account, Material that you made available through your social networking activities may continue to be public to the extent that it was made available to other users or registered members with whom you formed a connection, and those users or registered members have reproduced, reused or otherwise made public that Material. bandit.fm assumes no responsibility for such Material and will have no obligation to procure its deletion or removal by any other user.

OTHER GENERAL TERMS AND CONDITIONS

18. Closing your bandit.fm account

When you terminate your bandit.fm account, bandit.fm will: (i) unsubscribe you from any mailing lists to which you were previously subscribed; (ii) remove your payment details from the bandit.fm system; and (iii) set your account to inactive in bandit.fm's internal system where it will be retained for a reasonable period of time, and where it can only be accessed by bandit.fm and/or authorised third parties who require access in order to comply with relevant laws or obligations. You acknowledge that your bandit.fm account will therefore not be completely 'deleted', but will be effectively removed from bandit.fm's active system.

19. Linking to bandit.fm Site

You may link directly to any bandit.fm Site without first obtaining the prior written consent of bandit.fm.

You may not link directly to any specific Products or items of streamed or downloadable Content such that the Content is displayed on a website other than a bandit.fm Site, or is displayed in a manner that depicts the Content as the content of a party other than bandit.fm.

20. Third Party Websites

The bandit.fm Site may contain links or references to Internet websites operated by third parties (**Third Party Site**), whether those links or references are made available by bandit.fm, by registered members or users or other third parties who transmit or post them on the bandit.fm Site. Where bandit.fm provides such links, it does so as a courtesy and this should not be

interpreted in any way as an endorsement of any Third Party Site. Third Party Sites are not under the control of bandit.fm and bandit.fm is not responsible for the content of any Third Party Site. bandit.fm makes no representations or warranties and accepts no responsibility for the accuracy, completeness, content or use of the information accessible from Third Party Sites. Inclusion of any linked website on the bandit.fm Site does not imply approval or endorsement of the linked website by bandit.fm. When you access Third Party Sites you do so at your own risk.

bandit.fm takes no responsibility for third party advertisements or applications that are posted on or through the bandit.fm Site, nor does it take any responsibility for the goods or services provided by its advertisers.

If you post on the bandit.fm Site any links to any articles, blogs or any other content located on a Third Party Site, you must ensure that such links are in no way connected with the bandit.fm Site and that, by clicking the link, the user is redirected to the relevant external Third Party Site. You must not imply any connection between bandit.fm and the Third Party Site and/or the content to which your link relates. In providing any links to any Third Party Site, you must comply with the linking policies of any Third Party Sites you propose to link to (including whether you can link to them at all) and must not infringe any rights of any third party including but not limited to rights of privacy, publicity, copyrights, trademark rights and contract rights.

21. Termination

These General Terms and Conditions are effective until terminated by bandit.fm. bandit.fm may terminate this agreement and/or your access to the bandit.fm Site and/or your bandit.fm account at any time without prior notice to you. In the event that bandit.fm terminates your access to the bandit.fm Site, you are no longer authorised to access the bandit.fm Site, however, all restrictions imposed on you, licences granted by you and all bandit.fm's disclaimers and limitations of liability contained in the General Terms and Conditions will survive termination.

If bandit.fm terminates this agreement and/or your access to the bandit.fm Site and/or your bandit.fm account and a monthly membership program applies to your bandit.fm account, such termination will be in accordance with the terms and conditions specifically applicable to your monthly membership program.

22. Disclaimer and Limitation of Liability

bandit.fm does not exclude any rights and remedies in respect of goods or services under the Trade Practices Act 1974 (Cth) which cannot be excluded, restricted or modified. However, bandit.fm does exclude all other rights, remedies, conditions and warranties in respect of goods, services and the bandit.fm Site arising under custom, law or statute which may be excluded. To the fullest extent permitted by law,

(a) bandit.fm is not responsible for and makes no warranties, express or implied, as to the Material or the accuracy and reliability of the Material posted on or through the bandit.fm Site, whether caused by registered members or other users of the bandit.fm Site or by any of the equipment or programming associated with or utilized in the bandit.fm Site and such Material does not necessarily reflect the opinions or policies of bandit.fm.

(b) bandit.fm makes no warranties, either express or implied, regarding the bandit.fm Site, the Content, Material, Products or any goods or services including, but not limited to, implied warranties of merchantability or fitness for a particular purpose. bandit.fm does not warrant that your access to the bandit.fm Site, the delivery of the bandit.fm Site or the Content or Materials shall be free from errors, defects, bugs or viruses, uninterrupted, or repairable if damaged or impaired.

(c) bandit.fm will not be liable for any indirect, incidental, special, punitive and/or consequential damages, loss of profits and/or income, loss of data, loss of use, claims of third parties, or other losses of any kind which result from any use or access of, or any inability to use or access, any

bandit.fm Site or any Content, Product or Material, or any product or service, even if bandit.fm has been advised of the possibility of such damages or losses.

(d) bandit.fm's liability in respect of any Product or service purchased from a bandit.fm Site is limited to the less of (i) the replacement of any Product or service purchased; and (ii) the purchase price paid by you to bandit.fm for that Product or service.

(e) bandit.fm is not liable to you or anyone else in respect of any interference with or damage to your computer system or any other device which occurs in connection with your use of a bandit.fm Site or a Third Party Site.

(f) bandit.fm assumes no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, theft or destruction or unauthorised access to, or alteration of, any user communication. bandit.fm is not responsible for any technical problems or malfunction of any telephone network or lines, computer online systems, servers, providers, hardware, software, due to technical problems or traffic congestion on the Internet or on any of the services on the bandit.fm Site or combination thereof, including any injury or damage to users or to any person's computer related to or resulting from use of or access to the bandit.fm Site.

(g) Under no circumstances shall bandit.fm be responsible for any loss or damage, including personal injury or death, resulting from use of the bandit.fm Site, attendance at a Sony Music or bandit.fm event, from any Material posted on or through the bandit.fm Site, or from the conduct of any registered members or other users of the bandit.fm Site, whether online or offline. The bandit.fm Site is provided "AS-IS" and as available and bandit.fm expressly disclaims any warranty of fitness for a particular purpose or non-infringement. bandit.fm cannot guarantee and does not promise any specific results from use of the services of the bandit.fm Site.

(h) bandit.fm reserves the right to do any of the following, at any time, without notice: (i) modify, suspend or terminate operation of or access to the bandit.fm Site or any portion of the bandit.fm Site, for any reason; and (ii) interrupt the operation of the bandit.fm Site, or any portion of the bandit.fm Site, as necessary to perform Site maintenance.

23. Indemnity

You indemnify bandit.fm, its related bodies corporate, subsidiaries, licensees and/or assignees, and their respective officers, agents, partners and employees in respect of any claims, loss, damage or costs (including legal costs on a full indemnity basis) arising from or in connection with; any breach or alleged breach by you of these General Terms and Conditions; your use of the bandit.fm Site; any Material that you post on or through the bandit.fm Site; your conduct in connection with the bandit.fm Site or with other users of the bandit.fm Site and any violation of this Agreement or of any law or the rights of any third party.

24. Waiver

bandit.fm's failure to exercise or enforce any one or more of its rights under these General Terms and Conditions will not constitute a waiver of its rights.

25. Entire Agreement

These General Terms and Conditions, together with any other relevant terms and conditions as contemplated by Clause 3 above which may apply to specific portions of the bandit.fm Site and/or your bandit.fm account and which are incorporated into these General Terms and Conditions, constitute the entire agreement between you and bandit.fm regarding the use of the bandit.fm Site, superseding any prior agreements between you and bandit.fm relating to your use of the bandit.fm Site.

26. Severability

If any part of these General Terms and Conditions are or become illegal, invalid or unenforceable in any relevant jurisdiction, the legality, validity or enforceability of the remainder of these General Terms and Conditions will not be affected and these General Terms and Conditions will be read as if the part had been deleted in that jurisdiction only.

27. Rights and Remedies Cumulative

bandit.fm's remedies and rights are cumulative and none of them limits any other remedy or right of bandit.fm. Your undertakings and obligations are cumulative and none of them limits any other of your undertakings or obligations.

28. Assignment

bandit.fm may assign its rights under this Agreement or otherwise in, to and in connection with the bandit.fm Site in whole or in part to any person in bandit.fm's absolute discretion.

29. Governing Law

These General Terms and Conditions will be governed and interpreted in accordance with laws of the State of New South Wales, Australia and the parties submit to the non-exclusive jurisdiction of the courts exercising jurisdiction in that State.

30. Application to Wireless Access

For the avoidance of doubt, these General Terms and Conditions equally apply to the use of bandit.fm Site (including access to Content, Material and the purchase of Products) by wireless means, including mobile telephone and other devices in use now or in the future.

B. Terms of Sale

These terms and conditions (**Terms of Sale**) apply, along with the rest of the General Terms and Conditions stated above, when you purchase goods and/or services from bandit.fm through the bandit.fm Site. By purchasing any Products or services through the bandit.fm Site, you signify that you have read, understand and agree to be bound by the Terms of Sale in effect at the time of purchase.

These Terms of Sale are subject to change without prior written notice at any time, in bandit.fm's sole discretion, and such changes shall apply to any purchases made after such changes are posted to the bandit.fm Site. Therefore, you should review these Terms of Sale prior to each purchase so you will understand the terms applicable to such transaction. If you do not agree to these Terms of Sale, do not make any purchases on the bandit.fm Site. If any monthly membership program applies to your bandit.fm account and you terminate that monthly membership program as a result of a material change to the Terms of Sale, such termination will be in accordance with the terms and conditions specifically applicable to your monthly membership program.

1. Australian Sales Only

Purchases from the bandit.fm Site are available only to Australian residents. If you are not resident in Australia you may not use or attempt to use the service.

2. Sales to End Users Only

The bandit.fm Site sells products and services to end user customers only.

3. **Purchase Eligibility and Account Security**

To make a purchase on the bandit.fm Site, you must be a registered member of the bandit.fm Site with a bandit.fm account, and must comply with these Terms of Sale as well as the General Terms and Conditions at "A" above. You acknowledge that you are responsible for maintaining the security of, and restricting access to your account and password, and you agree to accept responsibility for all purchases and other activities that occur under your account. If you are under 18, you may make purchases on the bandit.fm Site only with the involvement of a parent or guardian. bandit.fm reserves the right to refuse or cancel orders, at any time in its sole discretion.

4. **Agreement to Pay**

You agree to pay for all Products and services you purchase through the bandit.fm Site, and that bandit.fm may charge your account for any Products and services purchased, and for any additional amounts (including any taxes and late fees, as applicable) as may be accrued by or in connection with your account. You are responsible for the timely payment of all fees.

bandit.fm will issue gift certificates, bandit.fm Gift Cards, and promotional cards that provide the recipient with an amount of credit on the bandit.fm Site (**Voucher Credit**). If you have Voucher Credit on the bandit.fm Site that Voucher Credit will be applied to all purchases until such time as the Voucher Credit has been exhausted. You may not choose to make a purchase via another means until all Voucher Credit has been exhausted.

5. **Cancellation Policy**

All sales are final. To make a purchase, you must confirm you wish to purchase the Product by clicking the "Confirm" button when displayed. The transaction is deemed complete upon clicking of the "Confirm" button (subject to successful processing of the payment). You will not have a right to cancel your contract once you have clicked the "Confirm button", unless the processing of your payment fails.

6. **Payment Methods**

The bandit.fm Site accepts bandit.fm Redemption Codes, bandit.fm Gift Certificates and bandit.fm Gift Cards, as forms of payment. If the balance from a bandit.fm Redemption Code, bandit.fm Gift Certificate or bandit.fm Gift Card is used for a bandit.fm Site transaction, the amount is deducted from your account, your bandit.fm Gift Card or your bandit.fm Redemption Code (as the case may be) at the time of purchase.

The bandit.fm Site accepts the following credit cards: VISA, MASTERCARD, DINERS CLUB and AMERICAN EXPRESS. bandit.fm does not accept credit cards issued outside of Australia. By submitting an order through the bandit.fm Site, you authorise bandit.fm, or its designated payment processor, to charge the account you specify for the purchase amount. Transactions will appear on your user statement as being from 'Sony Music Entertainment'.

The bandit.fm Site also accepts payment through PayPal.

7. **GST**

Unless expressly stated otherwise, all prices displayed on the bandit.fm Site include Goods and Services Tax (GST).

8. **bandit.fm Redemption Code, bandit.fm Gift Certificate and bandit.fm Gift Card Transactions**

bandit.fm Redemption Codes, bandit.fm Gift Certificates and bandit.fm Gift Cards may be redeemed for bandit.fm Site transactions only and are non-refundable. Purchases for bandit.fm Redemption Codes, bandit.fm Gift Certificates and bandit.fm Gift Cards may be purchased only in whole dollar increments or designated amounts.

Unless otherwise notified, bandit.fm Redemption Codes and bandit.fm Gift Certificates expire on the date which is one year from the date of first use on the bandit.fm site. bandit.fm Gift Cards expire 12 months from the date of purchase.

The specific terms and conditions applicable to bandit.fm Gift Cards are provided at "C" below and can be accessed [HERE](#) [provide hyperlink with the word HERE].

9. **Prices**

bandit.fm reserves the right to change prices for Products or services offered on the bandit.fm Site at any time.

10. **Product Availability**

bandit.fm may revise, discontinue or modify Products or services at any time without prior notice to customers, and Products or services may become unavailable without notice. bandit.fm shall have no liability of any kind if a Product or service that has been ordered is unavailable. If any monthly membership program applies to your bandit.fm account and you terminate that monthly membership program as a result of a material change to the bandit.fm services and/or Products, such termination will be in accordance with the terms and conditions specifically applicable to your monthly membership program.

On occasion, a Product or service may become unavailable following a transaction but prior to download. Your sole remedy in such cases is a refund of the price paid for the unavailable product or service. Please use the Support Page to seek assistance in such cases.

C. Gift Card Terms & Conditions

All use of bandit.fm Gift Cards is governed by these Gift Card Terms & Conditions, as well as the General Terms & Conditions including the bandit.fm Terms of Sale and Privacy Policy. You should familiarise yourself with all of these terms and conditions prior to using your Gift Card. Your use of any bandit.fm Gift Card constitutes your full acknowledgement and acceptance of, and agreement to be bound by, all of these terms and conditions. If you do not agree with any of these terms and conditions, you must immediately cease using bandit.fm's services.

In the Gift Card Terms and Conditions set out below, any reference to 'you' and 'your' should be taken as a reference to the person using the Gift Card, whether that person is the purchaser of the Gift Card, the person receiving the Gift Card as a gift, or a third party using the Gift Card.

1. Gift Cards cannot be reloaded, refunded, exchanged, resold, or redeemed for cash. Title and risk of loss associated with a Gift Card and its use will pass to the purchaser upon the purchase of the Gift Card. bandit.fm will not provide credit, compensation or replacement cards for, nor be responsible for any loss or damage suffered as a result of, cards that are lost, stolen, defaced, misused, or used without the purchaser's authorisation.
2. Gift Cards can be redeemed only by purchasing music and videos at the bandit.fm Site and not from any other source. To redeem your Gift Card you must have an active bandit.fm account, accepting the full Website Terms and Conditions, including the Terms of Sale and Privacy Policy. Account holders must be resident in Australia and at least 13 years of age. Use of the bandit.fm Site requires an internet connection and certain computer hardware and software.

3. The full credit value on a Gift Card does not need to be redeemed at one time; credit may be redeemed on any number of occasions before the card's expiry. If a purchase value exceeds the balance on your card you must pay the difference by another method.
4. Card credit becomes active at the time of the card's purchase and will remain valid for 12 months from that date. The PIN on the Gift Card must be redeemed at the bandit.fm Site to utilise the credit on the Gift Card. Your credit balance, history and expiry can be viewed at www.bandit.fm/dashboard after logging into the bandit.fm Site. Any unused credit left on your Gift Card after the expiry date will be lost and will not be refunded or credited toward future purchases or additional cards.
5. All purchases made from the bandit.fm Site are for lawful, personal use only. You must not purchase products for commercial use.
6. All purchases made from the bandit.fm Site with a Gift Card are final.
7. All purchases made from the bandit.fm Site are available only to Australian residents. If you are not resident in Australia you may not use a bandit.fm Gift Card or attempt to use any bandit.fm service.
8. Any Gift Cards which are inherently faulty will be replaced by bandit.fm.
9. You indemnify bandit.fm, its related bodies corporate, subsidiaries, licensees and/or assignees, and their respective officers, agents, partners and employees in respect of any claims, loss, damage or costs (including legal costs on a full indemnity basis) arising from or in connection with; any breach or alleged breach by you of these Gift Card Terms and Conditions; your use of any bandit.fm Gift Card; any third party's use of your bandit.fm Gift Card; your use of and/or conduct in connection with the bandit.fm Site or with other users of the bandit.fm Site and any violation of any law or the rights of any third party.
10. These Gift Card Terms and Conditions, together with the General Terms and Conditions including the bandit.fm Terms of Sale and Privacy Policy, constitute the entire agreement between you and bandit.fm regarding the use of bandit.fm Gift Cards, superseding any prior agreements between you and bandit.fm relating to your use of bandit.fm Gift Cards.
11. bandit.fm reserves the right to change any terms from time to time. Any such changes will be notified on the bandit.fm Site. If any terms published on Gift Cards or on the bandit.fm Site are or become illegal, invalid or unenforceable in any relevant jurisdiction, the legality, validity or enforceability of the remainder of the terms will remain unaffected and the terms will be read as if the part had been deleted in that jurisdiction only.
12. These Gift Card Terms and Conditions will be governed and interpreted in accordance with the laws of the State of New South Wales, Australia and the parties submit to the non-exclusive jurisdiction of the courts exercising jurisdiction in that State.
13. If you need assistance with, or have any complaints regarding, your Gift Card, please use our Support form.

1. **bandit.fm Privacy Policy**

PRIVACY POLICY

This notice is to inform you about the policies for collection and use of personal and other information on the bandit.fm website (including bandit.fm and any related websites which link directly to this privacy policy)(collectively, the **bandit.fm Site**). Other websites which are linked to our site may have different policies. Please review the privacy policy notices on those sites for details.

In this policy, "we" and "bandit.fm" means Sony Music Entertainment Australia Pty Ltd trading as bandit.fm.

Collecting your information

We collect your personal and other information because it helps us to deliver a better customer experience to you. It enables us to give you better access to our products and services and focus on the areas of bandit.fm that are of greatest interest to you. Your personal information helps us work out which products and events you would be most interested in hearing about.

In order to register to become a member of bandit.fm, you will need to provide us with some personal information such as your email address and date of birth. You are not required to provide us with this information but, if you choose not to, you may not be able to participate in some of the activities on this site.

If you are under thirteen (13) years old, you should only submit information about yourself with the consent of a parent or guardian.

Use and disclosure of information

We use the information we collect from you to customise your bandit.fm experience to your personal tastes and preferences. We will only use your information in accordance with your directions or our rights at law. If you ask us to discontinue certain uses of your information (such as where you unsubscribe from a mailing list) we will comply with your request where reasonably possible, or where required by law.

Other than as set out in this policy, we do not share personal information provided by site visitors with anyone outside bandit.fm, and companies in the Sony Group in Australia and overseas, except to the extent necessary to allow you to participate in site activities (for example, to send you a prize that you have won in a contest on the site) or where bandit.fm is acting as agent for third parties with whom you are transacting. When we hold promotions in conjunction with other companies we will offer you the opportunity to be contacted by our promotions partner. We will not give your details to the promotions partner unless you have opted in.

If bandit.fm shares your information with service providers, agents, contractors or with other Sony companies around the world, we make reasonable efforts to ensure these parties protect your information in the same way we do, subject to any legal requirements in their jurisdiction.

Information we may collect and how it might be used

We may collect a variety of information from you as you use bandit.fm. For example:

- When you create an account on bandit.fm we will ask you for your email address, home country and date of birth as part of the signup process. We will also ask you to choose a screen name and verification question, in case you forget your password.
- If you wish to purchase content from bandit.fm, we will collect your name, address, credit card number (or other payment details) and other billing information necessary to facilitate the transaction.
- We may collect other general information about the way in which our customers use and interact with bandit.fm so that we can provide better service to our users.

Accuracy and Security

From time to time we may ask you to confirm your details so we can ensure we have the most current information possible. We take measures to ensure that your personal information is held securely. bandit.fm will not be liable for any damage caused by you posting your personal information in a public area of bandit.fm.

You have a right to access most of the information held about you by bandit.fm, and also the ability to correct or update any of this information held about you by bandit.fm at any time.

Please use our Support Page to submit your enquiries for access to the information we hold about you. We may deny your request in some circumstances, but if we do this we will tell you why.

bandit.fm has taken precautions to ensure that any transactions you enter into via bandit.fm using your credit card are safe and secure. bandit.fm stores your credit card details after your first purchase so you don't need to continually enter and transmit those details over the internet. To protect your data and privacy, we automatically encrypt your credit card data using Secure Sockets Layer (**SSL**). SSL encrypts all of your personal information, including credit card number, name, and address, so that it cannot be read as the information travels over the Internet.

You will know when transmitted data is safe by the appearance of a security notice when you enter a secure page. Usually, a secure icon will appear on your browser. Secure web pages can also be identified by their URL: they begin with 'https://', while standard pages begin with 'http://'.

bandit.fm has also implemented measures to ensure that your stored credit card details are kept safe.

Cookies

The bandit.fm website, like many commercial websites, uses "cookies" and other technologies to help us determine where people are spending their time on bandit.fm, and how much time they spend there. We also use cookies and other technologies to make sure that our online advertising campaigns are successful. We use cookies and other technologies to study traffic patterns on our website, so that we can make sure that the most popular pages are always delivered quickly regardless of the number of simultaneous users. We also use cookies to help us remember what you do and don't like about our site and services so that you get the best user experience possible.

We gather certain information about the users of our site automatically and store it in log files. This information includes Internet Protocol (IP) addresses, browser type, Internet Service Provider (ISP), referring/exit pages, operating system, date/time stamp, and clickstream data. This information does not identify individual users. We use this information to identify usage trends, to administer the site, to track users' movements around the site and to gather demographic information about our users collectively.

Page Dotting

We also use pixel tags on bandit.fm, which are small graphics on each web page that tell us what parts of our website customers have visited or to measure the effectiveness of searches customers perform on our site. This information is analysed for us by Nielsen Netratings and by Google Analytics.

Nielsen Netratings

bandit.fm uses Nielsen//NetRatings to gather statistical information such as the number of visitors, which pages are visited and duration of page views. Click here for the full Nielsen NetRatings Privacy Statement!

Google Analytics

bandit.fm uses Google Analytics to gather statistical information on how users interact with the bandit.fm site. Click here for the Google Analytics privacy policy.

Contact Us

The operator of this site is Sony Music Entertainment Australia Pty Ltd, 11-19 Hargrave Street, East Sydney, NSW, 2010.

If you have questions concerning this policy, please use our Support Page to submit your enquiries. This policy may change as our site develops and grows, so please re-visit this page as often as you wish.