



4. GENERAL TERMS

4.1 You use the Siren website at your own risk

Commercial Radio Australia provides the Siren website "as is" and you acknowledge that we have no control over any data communications that take place over the Internet.

To the maximum extent permitted by law (but subject to [clause 4.2](#)), Commercial Radio Australia expressly excludes all warranties or conditions (whether express or implied) in relation to your use of the Siren website or related services including:

- (a) the accuracy, completeness or currency of any information or content that is accessible to members of the public on the Siren website;
- (b) that your use of the Siren website and related services will not result in infringement of third party rights (including, but not limited to, intellectual property rights);
- (c) that the services provided by us, including the Siren website will be timely, secure or error free; and
- (d) that you will have continuous, uninterrupted access to the Siren website and related services.

4.2 Terms implied by law

To the extent that any term, condition or warranty is implied by law into these Terms and Conditions and cannot be excluded because of the operation of such law (for example the *Trade Practices Act*) our liability for a breach of such a term, condition or warranty shall be limited to (in CRA's sole discretion):

- (a) in the case of any goods we provide, the replacement of those goods or the supply of equivalent goods; and
- (b) in the case of the services we provide, the resupply of the relevant services to you.

4.3 No other liability

Except as provided for in clause 4.2, we will not be liable to you in any circumstances for any loss or damage (whether direct, indirect or consequential) suffered by you or any other person due to your use of the Siren website, your entry into the Siren Awards or your use of our services regardless of

whether such loss or damage arises from any act or omission (including negligence) of Commercial Radio Australia, its Directors, Employees, Agents or Contractors.

4.4 Severability

If any part of these Terms and Conditions is held to be invalid or unenforceable, that part only shall be read down or severed to the extent of any invalidity without affecting the validity of the remaining provisions.

4.5 Governing law

The Siren website is operated from New South Wales, Australia. These Terms and Conditions are governed by the laws of New South Wales and by using the Siren website, you irrevocably submit to the non-exclusive jurisdiction of the courts of New South Wales.

4.6 Privacy policy

Commercial Radio Australia has a [privacy policy](#) which relates to your use of the Siren website and any information you submit via the Siren website. This [privacy policy](#) forms part of these Terms and Conditions.