

Terms of Use

Tapt Media Pty Limited (CAN 063 906 927) and its related bodies corporate (together “**Tapt Media**” or “**we**” or “**our**”) is Australia’s leading commercial talk network. Home to the country’s most influential stations—2GB, 3AW, 4BC, and 6PR – as well as a growing slate of podcast titles and digital services, Tapt Media reaches millions of Australians every week.

Our services include radio, broadcast audio on demand, streaming services, various digital services and digital news, and a range of products and brands across broadcasting, digital streaming, advertising and consumer marketing.

Our network of digital services (which may include, amongst other things, websites, applications, smart speaker audio, augmented reality, regardless of how they are accessed by users) (**Tapt Media Digital Network**) includes but is not limited to the digital properties for 2GB, 3AW, 4BC, 6PR, 2UE, 4BH, 6GT and Magic talk back radio stations.

Your use of the Tapt Media Digital Network is governed by these Terms of Use, together with the our [Privacy Policy](#) and any additional terms, conditions, notices and disclaimers displayed elsewhere on the Tapt Media Digital Network.

Please take the time to read these Terms of Use and Privacy Policy. We may, from time to time, review and update these Terms of Use to take account of new laws, technologies and changes to our operations. If we do, the updated Terms of Use will be posted on the Tapt Media Digital Network. Your access to and use of the Tapt Media Digital Network is governed by our most recent Terms of Use and constitutes your acceptance of these Terms of Use. If you do not agree with any of the Terms of Use, you should immediately discontinue your use of the Tapt Media Digital Network.

We reserve the right to change or discontinue all or any part of any website, application, feature or service or any other part of the Tapt Media Digital Network at any time without any liability or notice to you unless we have otherwise separately agreed with you.

Tapt Media Account

In order to access certain parts of the Tapt Media Digital Network, you will be asked to register with us by providing us with certain information about you which we will use to create your Tapt Media account. By registering, you consent to us collecting and using the personal information we collect in accordance with our [Privacy Policy](#).

We may also use this information to help us build a more personalised experience for you. For example, we may use your age, gender and location to provide you with content and advertising that we consider to be more relevant to you.

To register a Tapt Media account, you must:

- be 15 years or older;
- only register once in your own name; and
- comply with these Terms of Use.

When registering, you must provide us with accurate, complete and up-to- date registration information including a valid email address if requested. It is also your responsibility to inform us of any changes to your registration information. You must not impersonate or create a registration for any person other than yourself. We may at any time request a form of identification to verify your identity.

As part of creating your Tapt Media account, you may also be requested to provide questions and secret answers, which we may use to help verify your identity and assist in resetting your password, as well as an alternate e-mail address. By logging in on part of the Tapt Media Digital Network, you may also be automatically signed into other digital services on the Tapt Media Digital Network that use your Tapt Media account.

We may refuse to accept your registration request, suspend and/or terminate your Tapt Media account at our discretion for any reason and without notice, including: if your registration information is inaccurate or incomplete, or if you use your Tapt Media account in breach of these Terms of Use, or in breach of any applicable law, or if you are no longer an active user.

When you use your Tapt Media Account, we may track and capture information about your activity including information about your content viewing and reading habits, product usage, information about your devices, including unique device numbers, internet protocol addresses, your operating system and other information derived from the hardware configuration of such devices. We may use this information for purposes that include identifying the devices registered to your Nine Account, to confirm your right to use parts of the Tapt Media Digital Network such as to provide personalised features to you and to enhance our services and the Tapt Media Digital Network. By using the Tapt Media Digital Network, you consent to the transmission of this information. For further details about this, please see our [Privacy Policy](#).

Security of Tapt Media Account

You must keep your Tapt Media account log in details secure (including username and password) and you must not disclose them to anyone else. You are wholly responsible for all activities which occur under your membership details. You must notify us immediately if you suspect or become aware of any unauthorised use of your Tapt Media account or log in details. You must not permit your membership details to be used by or transferred to any other person.

Please note that if you fail to log out of your Tapt Media account on your device, subsequent users may access the Tapt Media Digital Network and its content and they may be able to access your personal information. When you log out of your Tapt Media account, you will only log you out on the device that you are using. If you are logged in to the Tapt Media Digital Network via your Tapt Media account on multiple devices, you should sign out on each device.

Service Changes

While we use reasonable endeavours to ensure that the Tapt Media Digital Network is available continuously, we do not make any representations or warranties that your access will be uninterrupted, timely, secure or error free.

From time to time, we may undertake maintenance or upgrades to parts of the Tapt Media Digital Network, and there may be scheduled or unplanned outages to parts of the our network or other outages for reasons beyond our control which may affect or suspend your ability to access the Tapt Media Digital Network and our services.

You may also be required to upgrade software to continue using parts of the Tapt Media Digital Network. If you decline an upgrade or do not upgrade, you may not be able to use or access parts of the Tapt Media Digital Network.

There are also many factors that may affect the quality and display of the content on the Tapt Media Digital Network as well as the time it may take to commence or resume reading, listening to and/or watching our content. Such factors include but are not limited to your location, internet speed or bandwidth, network traffic, our content delivery networks and the type of device being used to view our content. We make no warranties or representations about the quality of your reading, viewing or listening experience or the time it may take to commence or resume reading, viewing or listening, nor that your experience will be seamless or uninterrupted.

You may need to install the relevant application (**App**) to better access the relevant part of the Tapt Media Digital Service that you wish to view if you are using certain devices like mobile phones or tablets and you may need to update the App from time to time for it to function properly.

Where you use an application, service or software provided by or downloaded from a third party to access the Tapt Media Digital Network, you agree to any terms and conditions or licence which may be imposed by the third party provider including any technical limitations that only allow you to use it in certain ways. The Tapt Media Group is not responsible for the content, availability, performance or termination of any authorised third party platforms which may be used to access our services or any part of the Tapt Media Digital Network.

Costs

You are responsible for all costs and expenses associated with your access to the Tapt Media Digital Network including but not limited to internet or data service provider charges (such as any excess charges for exceeding any limits on the amount of data you can download) and all devices, equipment and software used to access the Tapt Media Digital Network. In no circumstances will we be liable for any such costs and expenses.

Intellectual Property

You do not have any right, title or interest in or to any intellectual property or other proprietary rights relating to the Tapt Media Digital Network or any of its applications or content. The Tapt Media Digital Network contains content that is protected by copyright, trade mark and other laws and you agree not to engage in any conduct or authorise or allow others to engage in any conduct that may infringe any intellectual property rights in any of the content on the Tapt Media Digital Network.

You are only permitted to download, reproduce and display the material on the Tapt Media Digital Network (including audio, images, video and text) for your own personal, non-commercial use. For example, we grant you a limited non-exclusive, non-transferable right to access the Tapt Media Service on a streaming only basis and you are not permitted to use the Tapt Media Service for public performance or to charge others for accessing any of the content. You are also not permitted to use any of the content in any way that implies or could imply that the Tapt Media Group has endorsed a product or service. The material on the Tapt Media Digital Network may not otherwise be used, stored, reproduced, published, altered, communicated or transmitted in any form or by any means in whole or part without our prior written approval.

Without limiting the foregoing, you may not use any content on the Tapt Media Digital Network to establish, maintain or provide, or assist in establishing, maintaining or providing your own publications, website or other means of distribution.

We also do not grant you any right of use in relation to any logo, masthead or trade mark displayed on any part of the Tapt Media Digital Network or any video, audio, images or text unless expressly consented to in writing by Tapt Media or the relevant licensor. You are also not permitted to remove, obscure, or alter any copyright notice or trademark on any of the content on the Tapt Media Digital Network. We reserve the right to take all steps necessary to prevent the unauthorised use, copying reproduction, distribution or exploitation of any part of the Tapt Media Digital Network and/or any of its content.

Your Contributions

On certain parts of the Tapt Media Digital Network we encourage you to submit your own personal contributions - for example by submitting photographs, video footage or written feedback or participating in discussions with other members of our online communities (**Your Contributions**).

By uploading, transmitting, posting or otherwise making available Your Contributions on the Tapt Media Digital Network:

- you indemnify Tapt Media and its employees, officers, agents and contractors from and against all actions, proceedings, suits, claims, demands and costs brought or made against the Tapt Media Group by any person directly arising from Your Contributions, and from and against any damage, loss, cost or expense suffered or incurred by Tapt Media as a direct consequence thereof;

- you represent and warrant that Your Contributions are not defamatory, are your own work and do not include any material which infringes the rights of someone else, breaches the confidentiality of anyone else and/or breaches these Terms of Use (including the section entitled 'Prohibited Contributions/Use');
- you will ensure you do not include an image or personal information of another person/s unless you have their express consent and you will not otherwise breach any applicable privacy laws or publish any material which you know or suspect (or ought reasonably to have known or suspected) to be false, misleading or deceptive;
- you will ensure that Your Contributions are on-topic, constructive and not contributed with the intention of disrupting any of our online communities or causing harm or offence to any person;
- you grant Tapt Media an irrevocable, non-exclusive, worldwide, royalty-free, perpetual licence to use, publish, reproduce, edit and exploit Your Contributions (and to authorise others to do the same) in any form and for any purpose excluding for the purpose of advertising or endorsing the goods or services of any party outside of Tapt Media and you represent and warrant that you have the right to grant this licence; and
- you unconditionally waive all moral rights (as defined by the Copyright Act 1968) which you may have in respect of Your Contributions. To the extent the law does not permit waiver of moral or similar rights, you consent to any and all acts or omissions of Tapt Media that would otherwise constitute an infringement of your moral or similar rights.

We generally show your selected user name with Your Contributions, however, you acknowledge and agree that it is not always practical for us to attribute you as the author of Your Contributions. We will remove your selected user name from Your Contributions if requested by you.

Your Contributions may or may not be pre-screened and there may be a delay before they appear on the Tapt Media Digital Network. We have no obligation to publish Your Contributions or to retain them for any minimum period on the Tapt Media Digital Network.

We reserve the right (but have no obligation) to, in our absolute discretion:

- review, edit, adapt, modify, reformat, reject and/or remove any of Your Contributions which you upload, post, transmit or otherwise make available (or attempt to upload, post, transmit or otherwise make available) including where they, in our opinion, violate these Terms of Use or otherwise have the potential to harm, endanger or violate the rights of any person;
- monitor use of the Tapt Media Digital Network, and store or disclose any information that we collect for any purpose including to investigate compliance with these Terms of Use or to provide for any police investigation or government or regulatory request for information; and
- sharing your information with appropriate government or community organisations if we consider you may be at risk of causing serious harm to yourself and/or a third party(s) or would otherwise benefit from being contacted by the government or community organisation in relation to mental health information and/or support.

Prohibited Contributions/Use

It is your responsibility to ensure that your use of the Tapt Media Digital Network (and Your Contributions) do not breach any applicable laws or rights. In particular but without limiting the foregoing obligation, we require that Your Contributions do not and your use of the Tapt Media Digital Network does not:

- except where expressly permitted by us, contain any links, advertising or marketing material or spam or advertise, promote or solicit any goods or services or commercial activities or transmit any sort of 'junk mail' or 'chain letters';
- involve any impersonation of any person or entity or any attempt to solicit money, passwords or personal information from any person;
- involve any means or permit others to have any means of attempting to adjust or circumvent any of the digital rights management or other technical measures we have included in or applied to the Tapt Media Digital Network, including any anti-piracy measures or using any ad-blocking tools;
- contain obscene, offensive, threatening, abusive, vulgar or indecent content or stalk, bully, harass or create a privacy or security risk to any person;
- racially or religiously vilify, incite violence or hatred, or be likely to offend, insult or humiliate others based on race, religion, ethnicity, gender, age, sexual orientation or any physical or mental disability;
- encourage or promote or assist the commission of any illegal act;
- contain nudity, excessive violence, or sexual acts or references or contain excessively coarse language or content which would be rated R, RC or X by the Australian Classification Board;
- contain financial, legal, medical or other professional advice;
- include any material that contains any virus or computer code file or computer program or other device designed to interrupt, limit or impair any the performance, security or functionality of the Tapt Media Digital Network or any computer, software or telecommunications device in any manner whatsoever;
- involve any means or permit others to have any means of attempting to adjust or circumvent any of the digital rights management or other technical measures we have included in or applied to the Tapt Media Digital Network;
- except to the extent permitted by law, reproduce, modify, adapt, translate, sell, reverse engineer, decipher, decompile or otherwise disassemble any portion of the Tapt Media Digital Network or cause any other person to do so; and/or
- involve the use of any robot, spider, or other device or process to retrieve, index, or in any way reproduce, modify or circumvent the navigational structure, security or presentation of any part of the Tapt Media Digital Network.

We expressly prohibit, without our prior written approval, any use of our Tapt Media Content or data (including any associated metadata) in any manner for any software, machine learning and/or artificial intelligence purposes, including without limitation for the purposes of training or development of artificial intelligence technologies or tools or machine learning language models, or otherwise for the purposes of using or in connection with the use of such technologies, tools or models to generate any data or content and/or to synthesise or combine with any other data or content. We reserve all rights to license any use of the Tapt Media Content and data for any such purposes

Without limiting the above restrictions you further agree to abide by exclusionary protocols (e.g., Robots.txt etc.) that may be used in connection with the provision of Tapt Media Content on the Tapt Media Digital Network. You may not access parts of the Tapt Media Digital Network to which you are not authorised, or attempt to circumvent any restrictions imposed on your use or access of the Tapt Media Digital Network.

Reporting

IF YOU THINK THAT ANY CONTENT ON THE TAPT MEDIA DIGITAL NETWORK IS UNLAWFUL OR BREACHES THESE TERMS OF USE IN ANY RESPECT, PLEASE CONTACT US VIA THE 'CONTACT US' LINK ON THE RELEVANT TAPT MEDIA WEBSITE OR APP.

Please note while we will not necessarily reply to all reports or complaints, we will consider whether there are any grounds for taking action for each report or complaint received.

If you wish to send us a copyright infringement notification, you will need to email a signed notice to us at legal@taptmedia.com.au that identifies the material(s) that you believe infringe(s) your copyright, identifies each copyright protected work in which you own the rights and which you believe has been infringed, identifies how each copyright protected work has been or is being infringed and includes your contact information.

Dealings with Advertisers

The Tapt Media Digital Network includes advertising and promotional material provided by our advertisers. We do not recommend or endorse any advertiser, its products or services and we ask that you contact the advertiser directly if you have any queries or concerns regarding the content of any advertisement.

In some instances, we feature, promote or sponsor special events, offers, competitions and other activities conducted by third parties, online or offline. Advertisements on the Tapt Media Digital Network may also contain offers which you can accept by clicking through to the advertiser's website or we may display links and pointers to third party websites. All these third party websites, offers, competitions etc do not form part of the Tapt Media Digital Network and are not under our control and we do not accept any responsibility for them and you participate at your own risk. The advertiser or the person making the offer etc to you is solely responsible to you for offers etc and for the delivery of any goods or services which are the subject of any such offer etc or which you may purchase on the third party website. If you contact a third party using functionality provided on the Tapt Media Digital Network, including via e-mail, you do so at your own risk and we do not accept any responsibility for any communications or transactions between you and the relevant third party.

Some advertisements and promotions may be aimed at consumers who are located in specific locations. As a result, the goods or services included in any such advertisements or promotions

may not necessarily be available at or near the place where you are located whether for the price stated or at all. We make no representation or warranty with regard to the availability of such good and services or the price for which those goods and services may be available in the area where you are located. You agree that you will make no claim or complaint against the Tapt Media Group and that we will not be liable, solely on the basis that you were not able to acquire goods or services mentioned in an advertisement or promotion, whether at the price stated in the advertisement or at all.

Termination

You agree that the Tapt Media Group may without notice terminate your access to all or any part of our services and/or the Tapt Media Digital Network without notice on any reasonable grounds including but not limited to:

- any actual or suspected breach by you of these Terms of Use;
- any request by law enforcement authorities or agencies;
- any discontinuation or modifications to part of our services;
- any technical issues or problems;
- any extended periods of account inactivity;
- any non-payment of fees owed by you to any entity in the Tapt Media group in relation to any services; and/or
- where we suspect you have used the Tapt Media Digital Network or any services provided by the Tapt Media Group for a fraudulent, illegal or disreputable purpose.

Disclaimer

You acknowledge and agree that the nature of news, sport and live events means that:

- the details including details of those events are correct at the time we promote the events but can be subject to change and an event may be rescheduled to another time or date; and
- the nature of live events means that we are unable to make any representation, warranty or guarantee as to the quality or the length of any event.

The content on the Tapt Media Digital Network varies widely and may contain information that you find degrading, offensive, indecent, explicit or objectionable. We do not guarantee that you will agree with the content on the Tapt Media Digital Network. You acknowledge and agree that it is your responsibility to make your own choices as to what content you deem appropriate for you and your family and you acknowledge and accept the above risks.

We are not responsible for, and accept no liability with respect to, any material uploaded, posted, transmitted or otherwise made available on the Tapt Media Digital Network by any person other than the Tapt Media Group. For the avoidance of doubt, we will not be taken to have uploaded, posted, transmitted or otherwise made material available on the Tapt Media Digital Network simply by facilitating others to post, transmit or otherwise make material available. Furthermore,

we do not endorse any opinion, advice or statement made by any person other than the Tapt Media Group.

Except where expressly specified otherwise, the content on the Tapt Media Digital Network is provided for your general information only. It is not intended as any sort of professional advice and you should not rely upon it as professional advice. You should make your own enquiries and verify any important information we provide (eg information about health, finances and travel) and seek independent advice suited to your specific circumstances prior to making any decisions.

Special warning for content and services relating to Financial Matters

The Tapt Media Digital Network may contain financial content and tools such as stock quotes, broker calls, investment information, market comment and analysis, statistics, company reports and fact sheets and calculators. None of our financial or other content is intended for trading or investment purposes and we and our content providers are not liable for any trading or investment decisions based on your use of this content.

Third Party Licensor Terms of Use

As well as publishing our own original content, the Tapt Media Group also licences content from various licensors that is published on the Tapt Media Digital Network. By viewing content provided by these licensors that is published on the Tapt Media Digital Network, you also accept the specific terms of use of those licensors, as made available on their websites from time to time.

Limitations of Liability

Your use of the Tapt Media Digital Network is at your sole risk. The content and services comprising the Tapt Media Digital Network are supplied to you on an “as is” and “as available” basis. To the extent permitted by law, the Tapt Media Group, its contributors, partners and licensors expressly exclude and disclaim all warranties and conditions of any kind regarding the content and services comprising the Tapt Media Digital Network, whether express or implied, unless expressly set out in these Terms of Use. Nothing contained in these Terms of Use excludes any rights you may have under the *Consumer and Competition Act 2010 (Cth)* (**Australian Consumer Law**). Without limiting the foregoing, we do not warrant that the content on the Tapt Media Digital Network is accurate, complete or reliable or that our services will be timely, uninterrupted or error free or that any errors, omissions or defects will be corrected.

We will not be liable for loss resulting from any action or decision by you in reliance on any content on the Tapt Media Digital Network, nor any interruption, delay in operation or transmission, virus, communications failure, internet access difficulties or malfunction in equipment or software.

You acknowledge that we are not responsible for, and accept no liability in relation to, any third party's use of, access to or conduct in connection with the Tapt Media Digital Network unless expressly authorised or knowingly permitted by us. To the extent that our liability cannot be excluded by law, our liability is limited (at our option) to resupplying the relevant goods or services to you or the amount(s) paid by you (if any) in respect of those goods or services subject to any rights you may have under Australian Consumer Law.

Further, neither of us will be liable for any indirect, special or consequential losses or damages of any nature (including loss of profits, revenue, production, goodwill, data or opportunity) howsoever arising in connection with use of the Tapt Media Digital Network.

Severability

If any provision of these Terms of Use is deemed to be invalid by a court of competent jurisdiction, the invalidity of such provision shall not affect the validity of the remaining provisions of these Terms of Use, which will remain in full force and effect.

No waiver

No waiver of any term of these Terms of Use shall be deemed to be a further or continuing waiver of such term or of any other term. Any failure to assert any right under these Terms of Use shall not constitute a waiver of such right.

Governing Law

These Terms of Use and any issues arising under these Terms of Use will be governed by and construed in accordance with the laws of New South Wales, Australia. You agree to submit to the exclusive jurisdiction of the courts of New South Wales, Australia.

Updated: 1 May 2026