



## In-Store radio – Tasmania

**“I just can’t get you out of my head... Kylie 2001”**

Remember the last time you were in a store humming along to a song and then you just couldn’t get the song out of your head? Well that was SMA!

Since 1996 Satellite Music Australia (SMA) has provided background music, audio marketing and audio advertising services within Australia’s shopping centres, mass merchants, supermarkets, liquor stores, fast food chains, furniture stores, offices, pubs, clubs, bars and 5-star hotels. SMA is a member of the Fairfax Media Group.

### **We’ve developed a beat for IGA**

SMA has worked with a group of IGA stores to create a unique digital IGA In-Store radio service.

This service delivers background music, IGA brand marketing and IGA and other product and price advertising within your stores. Many IGA store are enjoying great music, IGA Local Hero brand advertising, Community Chest announcements, product promotions and advertising.

Each IGA store will have the choice of special IGA mix and 10 other genres or channels of music, including Special Events. Special Events currently includes Christmas carols and other seasonal features throughout the year.

A trial was successfully concluded and the NSW, WA and TAS IGA boards have approved SMA to supply the radio service to all of their stores.

### **The IGA In-Store radio benefits**

As a subscriber to the IGA In-store radio service, you can rest easy that the music played in your store is on brand 24 hours a day, 7 days a week, even when you are not there! The SMA system is user friendly and hands free, you simply set it and forget it.

With IGA In-Store radio, there will be no more need to worry about expensive CD collections that get lost or scratched nor will you need the radio and its endless DJ chatter, inappropriate subject matter, endless song repetition and most importantly, your competitor’s advertising playing in your store.

### **How does it work?**

IGA In-Store radio service is delivered into your store through your existing broadband or WIFI connection via your router/modem. This service will not impact on any other ADSL driven services within your store and does not require a stand alone or additional dedicated broadband service. The SMA decoder then simply plugs into your store’s existing audio or PA equipment via standard RCA leads, delivering digital quality music within your store.

### Establishment

The establishment process is fast easy & hassle free with round the clock support from SMA.

To help SMA prepare for the establishment you will need to complete the included SMA "installation specifics" document and send it back to SMA with your completed SMA IGA In-Store Radio Agreement.

### Connection & Pricing

SMA will supply the IGA In-store radio service to your store via your existing broadband service.

SMA can, at an agreed cost with you the Customer, provide and install additional audio hardware equipment (amps, speakers and cabling) to allow the service. See the attached Agreement for circumstances when these fees can be varied.

### How do I get IGA In-Store radio?

If you would to subscribe to the IGA In-store Radio Service, simply complete the SMA IGA In-Store Radio Agreement along with the Installation specifics questionnaire and send them to SMA. If you have any enquiries, please contact:

Karen Burgess - Client Services Manager on 1300 366 099 (option 3) or via email on [kburgess@stingray.com](mailto:kburgess@stingray.com)

### Commercials

Monthly service fee **\$94** per month excluding gst and licensing.

As a reward for joining the IGA In Store Radio Program we are happy to offer you;

- ☐ 3 **FREE** tailored ads to play exclusively with in your store valued at \$200  
(offer must be used within the current financial year and are subject to IGA approval)

## SMA – IGA In-Store Radio Agreement

### Schedule

SMA agrees to supply the customer (detailed below) with the IGA In-Store radio service.

#### Customer Details:

Company name: \_\_\_\_\_ ABN: \_\_\_\_\_

Trading as IGA: \_\_\_\_\_

Site address: \_\_\_\_\_

Suburb: \_\_\_\_\_ Post Code: \_\_\_\_\_

Contact name: \_\_\_\_\_

Position: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Email: \_\_\_\_\_ Store Size: (Sqm) \_\_\_\_\_

**Please select the applicable channel**    ☐ IGA    ☐ SUPA IGA    ☐ X-press

SMA can at an agreed cost with the customer, provide and install additional audio hardware equipment (amps & speakers) to allow the service. See the attached Terms and Conditions for circumstances when these fees can be varied.

#### Applicable to Xpress Stores only

☐ Credit Card    ☐ Monthly Invoice    ☐ Direct Debit

Name on credit card: \_\_\_\_\_

Credit card number: \_\_\_\_\_

Expiry date (mm/yy): ☐ ☐ / ☐ ☐

Billing address: \_\_\_\_\_ Postcode: \_\_\_\_\_

Type of card:    ☐ American Express    ☐ Visa    ☐ MasterCard

*\* A surcharge applies on credit card payments: American Express: 4%; Visa and MasterCard: 2%.*

Satellite Music  
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Telephone: 1300 366 099



**Acceptance of SMA Terms & Conditions:**

I hereby accept the terms & conditions of the SMA Agreement for the delivery of IGA In-Store radio.  
See next page for full details.

Print name: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**Accepted for and on behalf of SMA:**

Print name: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Preferred commencement Date for the Service: \_\_\_\_\_

**SATELLITE MUSIC AUSTRALIA SERVICE AGREEMENT – TERMS AND CONDITIONS**

1.	SMA agrees to provide and maintain a music service ("The Service") to the Customer at the site address during the Term. SMA warrants that: (i) the Service will be available 24 hours per day, 7 days per week; (ii) the Service will comprise a balanced mix of appropriate popular music from the 1970s through to the period during the currency of this Agreement together with advertisements; and (iii) the Service and all associated services will be provided with care and diligence to a high professional standard.
2.	SMA shall install customer reception equipment (The Equipment") at the site address to enable receipt of the Service within 30 days after receipt of the Customer's signed Agreement. The customer acknowledges that the Equipment is and always remains the property of SMA. SMA shall maintain the Equipment in good working order at its cost.
3.	The legal and beneficial ownership in the Equipment remains in SMA.
4.	The Customer will keep the Equipment connected to a reliable power surge protection unit.
5.	The Customer hereby authorises SMA, its servants and agents to enter the Customer's premises on reasonable notice during usual business hours to install, repair, service, replace or repossess the Equipment and, in consultation with the Customer, to make such alterations to the Customer's premises as are reasonably necessary to install the Equipment.
6.	If specified in this Agreement, the Customer hereby appoints SMA as its agent to obtain all necessary copyright licences with respect to the public performance of musical works and sound recording ("The Recordings") embodied in the Service.
7.	The Customer acknowledges that: (i) the copyright in the Recordings is owned by various record companies; (ii) the unauthorized public performance, broadcasting and copying by any means of the Recordings is prohibited; (iii) the Service is only provided for use in commercial premises at the Site Address and shall not be sold.
8.	The Customer warrants to SMA: (i) that, subject to SMA's obligation to maintain the Equipment, the Customer will keep all the Equipment in good and useable conditions at all times and that it will be liable for all loss or damage to the Equipment for so long as the Equipment is installed at the Customer's premises, excluding fair wear and tear and the acts and omissions of SMA and its contractors; (ii) the Customer will not permit any person to repair, maintain or interfere with the Equipment except for authorised representatives of SMA; (iii) the Customer will insure the Equipment for its replacement value of \$350.00 per decoder against all insurable risk of loss or damage and provide a certificate of currency to SMA evidencing this policy upon SMA's request.
9.	During the term of this Agreement the Customer will pay the agreed charges to SMA as follows: (i) the agreed equipment purchase charge (if SMA is supplying a receiver or speakers) within 30 days of the completion of the installation; (ii) the applicable monthly IGA In-Store Radio fee in advance by the method identified on the schedule; (iii) if specified in this Agreement that SMA is administering the APRA fees for the Customer, the applicable monthly Music Licensing fee in advance by the method identified on the schedule; and (iv) all reasonable and agreed repair fees charged by SMA with respect to the Equipment within 30 days of SMA's invoice.
10.	When paying the charges by American Express credit card Customers will incur a 4% surcharge (inclusive of goods and services tax) on the total invoiced amount, and by MasterCard or Visa credit card Customers will incur a 2% surcharge (inclusive of goods and services tax) on the total invoiced amount.
11.	The Customer may provide a direct debit authority to SMA to enable SMA to automatically deduct payment of the charges applicable each month from the Customer's nominated account.
12.	Subject to approval and satisfactory trade references, the Customer may apply to SMA for a trading account. Trading account approvals will be subject to the Customer providing credit card details and an authority for SMA to deduct any invoiced amounts overdue by more than 14 days.
13.	All fees and charges are fixed for the initial term. SMA may increase its fees annually by an amount equal to the increase in the Consumer Price Index (Eight Capital Cities) since the end of the initial term in the case of the first increase and since the last increase in the case of later increases. The Customer shall pay or reimburse SMA for all the goods and / or services taxes and any other charge levied from time to time by government, and any other entity in respect of the provision of the Service.
14.	This Agreement shall commence on the commencement date specified in the Schedule and shall continue for the fixed initial 3 year term, subject to the other terms of this Agreement. After expiry of the initial term, if not terminated as provided in this clause, this Agreement will roll over and continue for successive further terms of 12 months, and may be terminated by either the Customer or SMA at the end of each term (including the initial term) by giving written notice to the other no less than one month, in the case of termination by the Customer and 3 months in SMA's case, prior to the end of the term. Despite the preceding, the Customer may terminate this Agreement by immediate written notice to SMA if the Agreement between SMA

	relating to the supply of IGA In-Store Radio to IGA retailers terminates for any reason.
15.	The Customer will notify SMA prior to any change in ownership of the Customer's business carried on at the Site Address. The Services can only be used at the Site Address. If relocation of Services is required, the Customer will pay an additional Installation Charge.
16.	If this Agreement is terminated by the Customer prior to the end of the initial term or for SMA's breach, negligence or insolvency, then without limiting SMA's other rights, the Customer shall forthwith pay to SMA the balance of the Agreement value to the end of the initial term (excluding any Music Licensing fees, if applicable), plus a de-installation fee of \$250.00 per decoder.
17.	Upon termination of this Agreement the Customer will allow SMA servants and agents to enter onto the Customers premises on reasonable notice during business hours (unless agreed otherwise) to remove the Equipment or any other property owned by SMA. SMA must attend to such removal expeditiously and restore the installation site to its pre-installation condition, all in a way which minimizes disruption to the Customer and its business activities.
18.	SMA will be liable for any direct loss or damage and cost incurred by the Customer resulting from: (i) installation of the Equipment, other than any major structural damage, but not including any existing structural defects; (ii) the supply of the services by SMA and the operation and use by the Customer of the Equipment; (iii) the servicing or removal of the Equipment; (iv) or any other acts of God or other events beyond SMA control.
19.	The Customer shall pay SMA the cost of re-installation, moving or removing the Equipment after first installation unless at SMA's request.
20.	This Agreement may only be varied in writing signed by SMA and the Customer.
21.	SMA may at any time transfer all or any of its rights and obligations under this Agreement.
22.	This Agreement and the documents accompanying it contain the whole of the Agreement between the parties, and all warranties whether expressed or implied which are not contained in this Agreement and accompanying documents are specially excluded to the maximum extent permitted by law.
23.	This Agreement is governed by the laws of the State of New South Wales and the parties submit to the jurisdiction of that state.
24.	Customer shall pay stamp or other duty (if any) levied in respect of this Agreement.
25.	SMA will not be liable for any failure of omission on its party to comply with its obligations under this Agreement as a result of events beyond its control, including without limitation, any act of God; the failure of electricity supply or mechanical power; acts of vandalism; sabotage; civil disruption; or changes in legislation of State or Federal government provided it gives the Customer prompt written notice if such an event occurs. The Customer may terminate this Agreement if any such event prevents SMA from performing this Agreement for a period exceeding 60 days.

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46-56 Kippax Street  
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## Establishment Questionnaire

So that SMA can plan the installation of IGA In-Store radio into your store; can you please complete the following questionnaire and email it back to [kburgess@stingray.com](mailto:kburgess@stingray.com) your completed IGA In Store radio agreement.

### Store details:

IGA Store: \_\_\_\_\_

Contact: \_\_\_\_\_

Phone: \_\_\_\_\_

Do you have audio equipment (amplifier / speakers)? \_\_\_\_\_

Do you need SMA to quote on & provide an amplifier? \_\_\_\_\_

Do you need SMA to quote on & provide speakers? \_\_\_\_\_