

Terms and Conditions for Sponsorship

Parties

Dairy Industry Association of Australia ABN 98 549 642 932 of PO Box 290, South Melbourne, Victoria 3205 (DIAA)

and

The person set out in The DIAA Sponsor Agreement (Sponsor, you and your)

Description

- A. The DIAA's mission is to provide a forum for communication, continuing education, professional growth, recognition and fellowship for all members, sectors and participant organisations involved with the dairy industry. The DIAA conducts certain programs and events, including the Event(s) detailed in the DIAA Sponsorship Agreement.
- B. The Sponsor wishes to sponsor the Event(s) by providing the Sponsorship Contribution in return for the Sponsorship Benefits on the following terms and conditions.

1) Operative Conditions

- a) Nature of the Sponsorship Agreement
 - i) This Agreement creates contractual rights and obligations and is intended to be legally enforceable and binding.
 - ii) An Agreement is formed when the DIAA accepts the signed and completed DIAA Sponsorship Agreement document and issues a tax invoice to the Sponsor.
 - iii) This Agreement will expire after the completion of the Event(s) or after all obligations are fulfilled.

2) Mutual commitment

- a) We both agree to:
 - (a) act reasonably, fairly and honestly;
 - (b) not be involved in any conduct or activity that may harm the name or reputation of the other party;
 - (c) comply with all applicable laws, including privacy laws, and not to do or omit to do, any act or thing that would or would be likely to cause the other party to breach any of these laws;
 - (d) work with each other in good faith in an open, cooperative and innovative manner;
 - (e) avoid and resolve any issues, including by whatever escalation processes are

reasonably necessary for the success of the Event, and
(f) agree to give full effect to the arrangements contemplated by this Agreement.

3) Sponsorship benefits

- a) In return for payment of your Sponsorship Contribution and subject to your compliance with this Agreement, the DIAA agrees to provide you with the Sponsorship Benefits.
- b) Unless expressly specified to the contrary in the DIAA Sponsorship Agreement document, you will not be the exclusive sponsor at the Event(s). The DIAA may engage other sponsors and advertisers for the Event(s), including businesses whose products or services may compete with those of the Sponsor.
- c) Where included as part of the Sponsorship Benefits or this Agreement, any advertising will be subject to the DIAA's Advertising Terms and Conditions <https://diaa.asn.au/advertising-terms-and-conditions/>

4) Financial arrangements

- a) You must pay the DIAA the Sponsorship Contribution in the amounts, at the times, and subject to the conditions stated in the DIAA Sponsorship Agreement document. If nothing is stated in the DIAA Sponsorship Agreement document, then payment is the earlier of the following:
 - i) within 30 days of the date the DIAA issues you with a valid tax invoice or
 - ii) before the commencement of the Event.
 - iii) The Sponsorship Fee is payable without set-off, deferral or deduction.
 - iv) The method of payment will be by electronic fund transfer (EFT).
 - v) Any amount payable under this Agreement is calculated or expressed exclusive of GST. If GST is, or becomes payable, under this Agreement, the recipient must pay to the supplier an amount equal to the GST payable on the Supply.

5) Management of the event

- a) The DIAA is solely responsible for the operation, management, promotion and marketing of the Event.
- b) Please note that in carrying out its obligations under this agreement, The DIAA may refuse to be involved in any conduct or activity which, in The DIAA's reasonable opinion:
 - i) May harm The DIAA's business, name or reputation;
 - ii) May bring The DIAA into disrepute, contempt or ridicule;
 - iii) Unreasonably offend public opinion or the sensibilities of any group or class of persons.
- c) The DIAA may remove any person from any event in its absolute discretion, including (without limitation) any person who fails to comply with these Terms. You agree to comply with any conditions, rules, regulations and standards as well as any procedure provided by the DIAA or venue management where the Event is held and with all reasonable instructions issued by the DIAA or the venue.

6) Announcements and Publications

- a) The DIAA has sole responsibility for taking photographs and making recordings at the Event and subsequent use of those photographs and recordings in the DIAA advertising, publications, website, internet and email communications.
- b) The DIAA may refer to you as a sponsor of the Event on its website, in social media and in any other materials published in any medium to promote the Event.
- c) Any issue by you of any public statement, media release or promotional material to which this Agreement relates must be approved in advance and in writing by the DIAA.
- d) The DIAA has the right to veto any sponsorship materials you provide to the DIAA for the Event and to require you to provide materials that are satisfactory to the DIAA, acting reasonably.
- e) You agree not to conduct any marketing or promotion not included within the Sponsorship Benefits.

7) Intellectual property

- a) Nothing in this Agreement affects the ownership of a party's Intellectual Property.
- b) For the avoidance of doubts, the parties agree that the DIAA owns the following Intellectual Property:
 - i) any and all the DIAA logos and trademarks – the DIAA
 - ii) The DIAA branded material, website and publications - the DIAA;
 - iii) all information in connection with the DIAA members (including without limitation the DIAA membership and the DIAA member lists created by either Party for the purposes of carrying out their obligations under this Agreement) – The DIAA; and
 - iv) any work product created in connection with the Event – The DIAA.
- c) Limited use of names and logos
 - i) You grant the DIAA a limited, revocable, non-exclusive license to use your name, logo and related Intellectual Property for the sole purposes of providing the Sponsorship Benefits and otherwise performing its obligations and exercising its rights under this Agreement.
 - ii) You warrant that the use of your name, logo and related Intellectual Property by the DIAA will not infringe the rights of third parties.
- d) The DIAA grants you a limited, revocable, non-exclusive license to use its name and logo for the sole purpose of identifying your relationship with the DIAA as a sponsor of the Event and subject to the DIAA's written approval.
- e) You agree that you will not:
 - (a) use THE DIAA's name or your relationship with the DIAA under this Agreement in a

manner that states or implies that the DIAA endorses you or your products or services; and

(b) use or allow the use of the DIAA's Intellectual Property or any part thereof in a manner which is likely to lead to confusion or is contrary to or conflicts with or in any way damages the DIAA's right, title or interest in its Intellectual Property.

8) Confidential information and privacy

- a) We both agree to keep confidential all details of sponsorship under this Agreement. and that neither party may disclose any Confidential Information except:
 - (a) where the other party has given their express written permission;
 - (b) to its professional advisers, bankers, financial advisers and financiers upon those persons undertaking to keep confidential any information so disclosed or
 - (c) to comply with any applicable law or the requirements of any regulatory body (including any relevant stock exchange).
- b) Any data that is provided must only be used in accordance with the requirements of the Privacy Act 1988 (Cth), the Australian Privacy Principles (APPs), The DIAA's Privacy Policy <https://diaa.asn.au/privacy-policy-2/> as updated from time to time and the Spam Act.
- c) You must not use any personal information of event attendees for the purposes of direct solicitations, marketing purposes or electronic messages or other such use, unless you have their express written permission.

9) Cancellation, variation or postponement

- a) From time to time for many different reasons, including but not limited to *force majeure* circumstances beyond in the DIAA's control, the Event may be cancelled, postponed or changed.
- b) THE DIAA will use all reasonable endeavours to notify you as soon as it becomes aware of any changes to its operations or activities related to the Event (including but not limited to cancellation or postponement thereof) which in its reasonable opinion, may be detrimental to your sponsorship benefits. However, the decision to cancel, postpone or change the Event is made at the sole of discretion of in the DIAA.
- c) Where an Event is cancelled, in the DIAA will provide you with prompt written notice and a refund for any Sponsorship Contribution already paid for that Event.
- d) If in the DIAA decides to vary the Event by postponing or changing the date specified in the in the DIAA Sponsorship Agreement document or by converting the Event to a fully or partly on-line (or "virtual") event, The DIAA will give you a written notice (a variation notice).
- e) On receipt of a Variation Notice, at your option, you may respond to us in writing that:
 - (a) you do not wish to participate in the Event as varied, in which case, The DIAA will provide you a refund of monies paid in relation to that Event; or
 - (b) you agree to continue your sponsorship of the Event, as varied, on these terms and conditions.
- f) If the DIAA does not receive your response within 14 days of the date of the Variation Notice, you are deemed to have accepted the variation of the Event.
- g) The DIAA will not be liable for any additional costs, losses, expenses, or damages incurred by you, or a third party, as a result of a cancellation, postponement or variation of the Event by in the DIAA, including but not limited to travel and accommodation costs.

10) Termination

- a) Each party may terminate this Agreement immediately upon the giving of notice to the other party if:
 - (a) the other party is in default of the terms and conditions of this Agreement; and
 - (b) fails to remedy the default within twenty (28) days after written notice requiring the remedy of the default;
 - (c) the other party's conduct introduces negative reputation risk;
 - (d) the other party ceases or threatens to cease to carry on its business;
 - (e) an insolvency event occurs under Australia's bankruptcy or insolvency laws.
- b) Termination of this Agreement for whatever cause will be without prejudice to any rights or obligations which have accrued and are owing prior to such termination.

11) Indemnity

- a) You agree to indemnify and to keep in the DIAA, its servants and agents, indemnified against any loss or liability arising from, or in connection with, the performance or breach of your obligations under this Agreement, except to the extent that the loss or liability arises from the conduct of the DIAA, its servants or agents.

12) Virtual Events

- a) If the Event is to be wholly or partly staged via virtual means, then
 - (a) the provisions in this Agreement that, in practice, can only apply to a "face-to-face" event, do not apply to that part that is held virtually; and
 - (b) the Sponsor must comply with the rules of participation posted to the relevant online platform or website, as the case may be.
- b) If the Virtual Event is being held following an agreed Variation., then the benefits and entitlements that apply to Virtual Events will apply to this event.

13) Force majeure

- a) Neither party is responsible for any failure to perform its obligations under this agreement, if it is prevented or delayed in performing those obligations by an event or circumstance which is beyond the control without the fault or negligence of the party affected and which by the exercise of reasonable diligence the party affected was unable to prevent (a 'force majeure').
- b) The party prevented from or delayed in performing its obligations under this contract must immediately notify the other party giving full particulars of the event and the reasons for the event preventing that party from or delaying that party in performing its obligations under this contract. That party must use its reasonable efforts to mitigate the effect of the event upon its or their performance of the contract and to fulfil its or their obligations under the contract.
- c) If either Party is unable to perform its obligations under this Agreement due to Force Majeure and the inability continues for a period of 30 days, either Party may terminate this Agreement immediately on providing notice to the other Party.

14) General terms

- a) Relationship of Parties. It is understood and agreed that the only relationship between us is that of independent contractors. No legal partnership, agency or trust is created between the parties, nor does the other party have the right, power or

authority to bind the other party in any way, unless otherwise expressly agreed in writing in the Agreement.

- b) Entire Agreement. This Agreement contains the entire agreement between the parties with respect to its subject matter and supersedes all prior agreements and undertakings between the parties in connection with it.
- c) No representation or warranties. The parties have not been induced to enter into this Agreement by any representation or warranty (written or oral) made by or on behalf of in the DIAA .In particular it is acknowledged and agreed that in the DIAA does not make and has not made any binding warranty, promise, representation or prediction concerning:
 - (a) the number and types of the businesses, products or services that will sponsor the Event or promote their products or services at the Event;
 - (b) the number of persons who will attend the Event, their seniority or status, or the nature of the businesses they may represent;
 - (c) the number or value of sales or sales leads that the Sponsor may obtain as a result of the sponsorship.
- d) Amendment: This Agreement may only be amended by the written agreement of the parties.
- e) Assignment: You may not assign any of its rights or obligations under this Agreement.
- f) Invalidity: In the event any provision of this Agreement is held to be invalid or unenforceable for any reason, such invalidity or unenforceability will attach only to such provision and will not affect or render invalid or unenforceable any other provision of this Agreement.
- g) Governing law and jurisdiction: This Agreement shall be construed in accordance with and governed by the laws of the Australian Capital Territory and each party waives any inconvenient forum objection claim whether now or in the future.
- h) Counterparts: This Agreement may be executed in any number of counterparts and a may be executed via email signature. Together all counterparts make up one document.

15) Definitions Agreement

- a) means these terms and conditions and the document entitled “The DIAA Sponsorship Agreement”.
- b) Confidential Information includes
 - (a) the terms of this Agreement;
 - (b) the Sponsorship Contribution and Sponsorship Benefits;
 - (c) any information obtained by a Party arising from or in connection with this Agreement of a confidential nature including, without limitation, a party’s employees, agents and contractors, a party’s customers or suppliers, a party’s finances, business and marketing plans, transactions and activities, a party’s products and/or services and a party’s Intellectual Property; and
 - (d) any information indicated by a Party in writing as being of a confidential nature.
- c) Event
 - i) The DIAA program, conference or event, if any, identified in the in the DIAA Sponsorship Agreement document.

d) GST

- i) The tax imposed or assessed by the A New Tax System (Goods and Services Tax) Act 1999 (Cth), as amended from time to time and associated legislation.

e) THE DIAA Sponsorship Agreement

- i) means the written document executed by the Sponsor containing the description of the Event, Sponsorship, Benefits and Sponsorship Contribution. The DIAA Sponsorship Agreement incorporates these terms and conditions.

f) Insolvency event

- i) In relation to any Party means, except in the ordinary course of business:
 - (a) a liquidator, provisional liquidator, receiver, trustee in bankruptcy, or any form of external administrator is appointed in respect of the Party;
 - (b) the Party proposes to its creditors a scheme of arrangement, deed of company arrangement or similar composition or arrangement involving any class of its creditors;
 - (c) a controller is appointed over or takes possession of all or a substantial part of the Party's assets or undertakings;
 - (d) the Party is deemed insolvent under any relevant law;
 - (e) if the Party is a natural person – they die or become permanently mentally incapacitated or disabled;
 - (f) any step is taken by the Party to obtain protection from its creditors, under any applicable legislation; or
 - (g) anything analogous or having a substantially similar effect to any of the events specified above happens in respect of a Party under the law of any applicable jurisdiction.

g) Intellectual Property

- i) means all existing or future species of industrial and intellectual property, whether registered or unregistered, registrable or not:
 - (a) as defined in Article 2 of the World Intellectual Property Organisation (WIPO) Convention; or
 - (b) recognised by any statute or any principle of law or equity,
 - (c) including copyrights, patents, designs, trademarks, circuit layout rights, confidential information, trade secrets and the right to register all such intellectual or industrial property rights.

h) Sponsorship Benefits

- i) means any benefits provided to the Sponsor for its sponsorship of the Event as described in the DIAA Sponsorship Agreement document.

i) Sponsorship Contribution

- i) The fees or contribution in-kind that the Sponsor must pay/provide under this Agreement, as specified in the DIAA Sponsorship Agreement document.

