

VICTORIAN GOLF COURSE SUPERINTENDENTS ASSOCIATION INC.

REGISTERED NO. A0019731F
ABN 72 650 223 609



Advertising terms

1. General

- 1.1. These terms apply to every advertising or sponsorship booking made with Victorian Golf Course Superintendents Association Inc. ("**VCGSA**").
- 1.2. VCGSA has the right to change these conditions at any time. Changes will be effective upon publication or other written notice, which shall apply to all advertising and sponsorship booked after the date of that publication or notice.
- 1.3. In these terms:
 - (a) "**Advertisement**" includes material in any form lodged with VCGSA for publication or other distribution as an advertisement, in any form or setting, or presented by any means to VCGSA's audience (including at meetings or other events, and whether by way of demonstration, presentation, or otherwise). Advertisements include material submitted to VCGSA for publication or distribution in, on, at or via VCGSA's newsletters (print or digital), website (at <https://www.vgcsa.com.au/>), social media pages (including Facebook, LinkedIn, Twitter), meetings, events, trade e-bulletins, e-news trade features, magazine tech reports, and member e-bulletins;
 - (b) "**The Sponsor**" means the person or entity that makes the booking with VCGSA for the Advertisement or pays VCGSA's invoice in respect of the Advertisement;
 - (c) "**Loss**" means direct loss of any nature, including Indirect Loss;
 - (d) "**Indirect Loss**" includes the following: loss of profit, loss of business opportunity, loss of goodwill and payment of liquidated sums or damages under any other agreement.
- 1.4. The Sponsor must ensure that every Advertisement complies with these terms, any additional terms as notified by VCGSA (including as to creative requirements and technical specifications) and all applicable laws, regulations, standards and codes of conduct.
- 1.5. The Sponsor authorises VCGSA to dispose of any materials supplied to VCGSA relating to an Advertisement (including illustrations, copy, photographs, artwork, and PDF digital files).
- 1.6. In these terms the words "include", "including" and "includes" shall not be deemed to be words of limitation.

2. VCGSA's rights

- 2.1. Every Advertisement submitted for publication is subject to VCGSA's approval. VCGSA may at its absolute discretion at any time refuse to publish or distribute any Advertisement without giving any reason.
- 2.2. VCGSA owes no duty to The Sponsor to review, approve or amend any Advertisement and no review, approval or amendment by VCGSA will affect The Sponsor's responsibility for the content of the Advertisement.
- 2.3. VCGSA may, but is not obliged to, without prior consultation or notice to The Sponsor, amend any Advertisement if VCGSA believes it to be:
 - (a) in breach of any law or code of conduct or standards;
 - (b) defamatory;
 - (c) likely to attract legal proceedings of any kind;
 - (d) offensive, in poor taste, or otherwise reflect badly on VCGSA or any of its sponsors or partners.
- 2.4. VCGSA has the right, and the right to permit other persons, to republish any Advertisement in any print, electronic or digital form for any purpose using any media and in any part of the world.

3. Positioning, Placement and other The Sponsor requests

- 3.1. The positioning and placement of an Advertisement is at the discretion of VCGSA except where expressly agreed otherwise in writing by VCGSA.
- 3.2. If an Advertisement is to be published in a digital publication, VCGSA may vary the placement and/or format of Advertisements across the relevant digital media.

4. Deadlines & Specifications

- 4.1. VCGSA may impose various deadlines and specifications. All deadlines and specifications must be met by The Sponsor. VCGSA is under no obligation in relation to material or information received after relevant deadlines or not in accordance with VCGSA's specifications.
- 4.2. VCGSA accepts no responsibility for any error when instructions have been provided over the telephone, unless VCGSA receives written confirmation of the instructions before the deadline.
- 4.3. It is the responsibility of The Sponsor to notify VCGSA of any error immediately after it appears. Unless so notified, VCGSA accepts no responsibility for any recurring error or any Loss relating to that recurring error.
- 4.4. Cancellation requests will be considered by VCGSA in its absolute discretion, but it is under no obligation to grant such cancellations or provide refunds to The Sponsor.

5. Advertisements produced by VCGSA

VCGSA owns and retains all copyright and other intellectual property rights in relation to any Advertisements produced by VCGSA or any materials provided by VCGSA for use in an Advertisement. The Sponsor obtains no rights in relation to those advertisements produced by any VCGSA or in relation to content from VCGSA. This clause does not in any way derogate from The Sponsor's obligations or liabilities in relation to such Advertisements.

6. Invoices and GST

- 6.1. The Sponsor agrees to pay accounts rendered by VCGSA in accordance with VCGSA's notified payment terms.
- 6.2. All rates and charges are expressed by VCGSA as GST inclusive (except where otherwise made clear).
- 6.3. VCGSA will issue a valid tax invoice in relation to any supply of advertising or related services under these terms which are subject to GST.
- 6.4. The Sponsor agrees to pay any GST liability arising in relation to the provision by VCGSA of services under these terms.

7. Limitation of liability

- 7.1. Nothing in these terms excludes or varies any rights or remedies under the Australian Consumer Law in the *Competition and Consumer Act 2010* (Cth) ("**Australian Consumer Law**") which cannot be excluded, restricted or modified.
- 7.2. Subject to clause 7.1, VCGSA makes no representation or warranty of any kind including:
 - (a) in relation to the continued production of any publication, in print or digital form;
 - (b) in relation to the final placement, positioning or date of publication or distribution of an advertisement;
 - (c) that distribution of a publication will occur on a specific date, by a specific time, to a specific number of consumers or readers or within a specific geographic area;
 - (d) in relation to the number of visitors to its websites or the number of impressions at any site;
 - (e) in relation to the visibility of any sign at any event or the number of attendees at any event; or
 - (f) exclusivity.
- 7.3. Subject to clause 7.1, The Sponsor acknowledges that distribution of a relevant publication may be suspended or ceased at any time for any reason.
- 7.4. Subject to clause 7.1 and clause 7.5, VCGSA is not liable to The Sponsor for Loss including where arising from the failure of VCGSA to publish an Advertisement or from the failure of VCGSA to publish an Advertisement in the form prescribed or from publication of the Advertisement with errors or omissions or in any way relating to the distribution or lack of distribution of the relevant publication.
- 7.5. Subject to clause 7.1, where any of the circumstances set out in clause 7.4 arise:
 - (a) The Sponsor shall incur no cost where the Advertisement has not been published at all, or where the error or failure has arisen, solely due to the negligence of VCGSA;

- (b) in all other circumstances, where the failure is caused by VCGSA, the agreed rate shall be reduced according to circumstances. In no circumstances will VCGSA's liability be greater than:
 - (i) in relation to the failure to provide any placement, position or other benefit in relation to which a specific loading charge was paid by The Sponsor - the amount of that loading charge; or
 - (ii) otherwise, republication of the relevant Advertisement, or payment of the cost of republishing the relevant Advertisement, at VCGSA's discretion.
- 7.6. Subject to clause 7.1, VCGSA's liability for a breach of a term or guarantee implied by law is limited at VCGSA's discretion, to the supply of the service again or payment for the cost of having the service supplied again.
- 7.7. Subject to clause 7.1, VCGSA has no responsibility or liability to The Sponsor in relation to:
 - (a) VCGSA exercising its rights under these terms; or
 - (b) any failure of telecommunications services or systems which affect the receipt by VCGSA of any material or communication of any kind or the publication of an advertisement or campaign.

8. Warranty & Indemnity

- 8.1. The Sponsor warrants that it will only use the advertising space which it acquires to advertise its own brands, goods or services and may not sell or otherwise deal with that advertising space.
- 8.2. The Sponsor warrants that the advertisement complies with all relevant laws and regulations and that its publication in accordance with these terms will not give rise to any claims against or liabilities of VCGSA, its directors, employees or agents. Without limiting the generality of the above, The Sponsor warrants that neither the Advertisement nor its publication breaches or will breach the Competition and Consumer Act 2010, Privacy Act 1988, Copyright Act 1968, Fair Trading Act 1985 or any laws relating to defamation, or infringes the rights of any person.
- 8.3. The Sponsor indemnifies VCGSA its directors, employees and agents against all claims, demands, proceedings, costs (including solicitors and own client costs), expenses, damages awards, judgments and any other liability whatsoever arising wholly or partially, directly or indirectly, from or in connection with the publication of the Advertisement, except to the extent caused by the VCGSA.

9. Jurisdiction

These terms are governed by the laws of Victoria, Australia and each party submits to the exclusive jurisdiction of Victoria.