

SPONSORSHIP TERMS AND CONDITIONS

THE ROYAL AUSTRALIAN INSTITUTE OF ARCHITECTS (ABN 72 000 023 012) of Level 1, 41 Exhibition Street, Melbourne, in the State of Victoria (**The Institute**);

and

The "**SPONSOR**" referred to in Item 1 of the sponsorship form that is issued by The Institute to the Sponsor (**Form**).

These standard terms and conditions (**Terms**) govern the Sponsor's:

- (a) sponsorship of the event(s) (whether face-to-face, online or otherwise) that are specified in Item 2 of the Form (**Event(s)**);
 - (b) sponsorship rights granted to the Sponsor by The Institute with respect to the Event(s) (as set out in Item 3 of the Form (**Sponsorship Rights**)); (c) the advertising by the Sponsor of the publication(s) (whether hardcopy, electronic, online or otherwise) that are specified in Item 4 of the Form (**Publication(s)**); and
 - (d) advertising rights granted to the Sponsor by The Institute in the Publication(s) (as set out in Item 5 of the Form (**Advertising Rights**)).
- The Terms and the validly signed Form are together referred to and form "**this Agreement**". The Terms alone without a signed Form, do not implement any transaction or form an Agreement. By signing the Form, the Sponsor acknowledges that the Sponsor has read, understands and accepts the Terms and all terms, rights and obligations in the Form. If there is any conflict between the Terms and a Form, the Terms will prevail unless the Form expressly refers to the specific conflicting term or condition in these Terms and expressly specifies that the Form's replacement term or condition applies instead.

1. Term

- 1.1 Unless specified otherwise in the Form, these Terms will be effective: (a) from the date that the Sponsor returns the validly signed Form to The Institute (**Commencement Date**); and (b) will continue until the later of the completion of the Event or issuance of a Publication (if applicable) (**Term**), unless otherwise terminated earlier pursuant to these Terms.

2. Sponsorship Rights

- 2.1 Unless otherwise expressly states in the Item 3 or Item 5 of the Form, the Sponsor will not be the exclusive Sponsor (of their industry or otherwise) at an Event or in a Publication.
- 2.2 Notwithstanding any provision of these Terms, any and all Sponsorship Rights and Advertising Rights granted to the Sponsor are granted on a non-exclusive basis.

3. Fee

- 3.1 In consideration of the Sponsorship Rights and the Advertising Rights (if any), the Sponsor must pay to The Institute the fee (**Fee**) specified by The Institute
- 3.2 Unless otherwise expressly stated, the Fee is payable in full within 14 days of the date of The Institute sending an invoice.
- 3.3 In the event that the Sponsor does not pay the Fee or any other amount specified in the Form or under these Terms to The Institute within the specified timeframe (**Due Date**), the Sponsor must pay interest at the Victorian Supreme Court rate of interest on any unpaid amount from the Due Date until full payment is received by The Institute.

4. Sponsor's Obligations

- 4.1 The Sponsor will comply with any conditions, rules, regulations and standards as well as any procedure provided by The Institute or the manager or owner of the venue where the Event is held (**Venue Operator**) and any reasonable direction of The Institute in relation to the Event and the Venue Operator.
- 4.2 In the event that the Sponsor is granted any Advertising Rights, the Sponsor will: (a) sign up to and comply with all terms and conditions of The Institute's current advertising and publishing contractor, including (but not limited to) advertising deadlines, specifications and brand requirements; and (b) comply with any reasonable direction of The Institute and the current advertising and publishing contractor.
- 4.3 The Sponsor agrees that it will not conduct any marketing or promotion not included within its Sponsorship Rights, including but not limited to leave business cards on tables, stand in walkways to hand out information and/or materials or conduct seat-drops.

5. Calculation of Payments

The following principles apply when determining the amount payable "**Payment**" for anything supplied under this Agreement.

- (a) If GST is payable in relation to the supply, the amount payable shall be the consideration specified in this Agreement plus GST.
- (b) If the Payment is determined by reference to any liability incurred by a party (the Payee), the relevant amount is the actual amount incurred by the Payee less the amount of any GST input tax credit the Payee is entitled to claim in respect of that liability.
- (c) The parties shall provide each other with all documentation required to claim any GST input tax credit, set off, rebate or refund for or in relation to any GST included in any Payment made under this Agreement.

6. Intellectual Property

- 6.1 A party's intellectual property (**First Party**) will remain the property of the First Party and the other party (**Other Party**) acknowledges that nothing in the Agreement will be construed as transferring title in or ownership of any First Party's intellectual property to the Other Party.
- 6.2 Nothing in the Agreement entitles the Other Party to display, use, publish or otherwise refer to the First Party's intellectual property (including its name, logo or trademark) otherwise than strictly in accordance with this Agreement.
- 6.3 Any proposed use of The Institute's intellectual property (including its name, logo or any trademark) by the Sponsor must be first approved by The Institute in writing and in the event that The Institute provides its consent, the Sponsor agrees that it will adhere to The Institute's brand guidelines.
- 6.4 The Sponsor must stop using or otherwise referring to The Institute's intellectual property (including its name, logo or Trade Marks) on expiration or termination of the Agreement.

7. Confidential Information

7.1 No disclosure of Confidential Information

A party (**Receiving Party**) may not, either during or after the Term, use or disclose, or cause or permit to be used or disclosed, any confidential information (or allow or assist or make it possible for any person to observe or have access to any such confidential information) of the other party (**Disclosing Party**), except in performing its obligations under the Agreement and then only with the prior written consent of the Disclosing Party. In this Agreement "**confidential information**" means any information that relates to the Disclosing Party, its business and its members; which the Receiving Party ought to know is confidential; or information which is identified as confidential.

7.2 Return and destruction of Confidential Information

The Receiving Party must, immediately on demand by the Disclosing Party: (a) return to the Disclosing Party anything containing or relating in any way to the confidential information; (b) permanently delete all confidential information from every computer disk or electronic storage facility of any type owned or used by the Receiving Party, except that the Receiving Party may retain one copy for its own audit records; and (c) despite anything else in the Agreement, cease to make use of the confidential information, and must confirm promptly with the Disclosing Party when it has done so.

7.3 Exceptions

Clauses 7.1 and 7.2 do not apply to the following:

- (a) Information after it becomes generally available to the public other than because of: (i) a breach of this Agreement; or (ii) any other misuse or unauthorised disclosure by the Receiving Party of any confidential information.
- (b) The disclosure of information in order to comply with any applicable law or legally binding order of any court, government, semi-government authority or administrative or judicial body or the applicable rules of any stock exchange.
- (c) The use, copying, reproduction, recording or disclosure of information after the Sponsor receives it from a third person legally entitled to possess the information and to provide it to the receiving Party, if that use, copying, reproduction, recording or disclosure accords with the rights or permission lawfully granted to the Receiving Party by that third person.

7.4 The parties will comply with the Australian privacy laws.

8. Warranties

The Sponsor warrants that: (a) all advertising and promotional material produced, published, broadcast, displayed or exhibited by the Sponsor (**Promotional Material**) with respect to the Event and in a Publication must be truthful, accurate and proprietary to the Sponsor or the Sponsor otherwise has the right to use the Promotional Material; and (b) the Promotional Material will not breach any regulations, laws or the intellectual property of any third party.

9. Liability and Indemnity

9.1 The Sponsor will indemnify and release The Institute from and against all claims, actions, losses (including indirect and consequential losses), liability, damage or expenses incurred or sustained by The Institute (including based on any liability to or claims of any third party) arising out of or in connection with: (a) the Advertising Rights; (b) the Sponsorship Rights; (c) Sponsor's sponsorship of the Event; (d) the Sponsor's and its representatives' attendance at the venue where the Event is held (including travel to and from the venue where the Event is held) including (but not limited to); (e) any breach of the Sponsor's obligations under, or any warranty given by the Sponsor in, this Agreement; (f) any damage to property; (g) any personal injury or death; or (h) any infringement of third party rights in intellectual property by the Sponsor.

9.2 Notwithstanding any provision of this Agreement, The Institute will not be liable for any loss of profits, business interruption, loss of information, indirect, special, punitive or consequential loss or damage.

10. Termination

10.1 By the Institute on notice

The Institute may terminate this Agreement at any time and without cause by giving the Sponsor seven (7) days written notice.

10.2 Termination for cause

- (a) Failure by either party to comply with any term or condition under this Agreement will entitle the other party to give the defaulting party written notice requiring it to cure the default. If the party in default has not cured, or commenced to cure (if a cure cannot be performed within the time period set forth below), the default within 10 business days after receipt of written notice, the notifying party will be entitled, in addition to any other rights it may have under this Agreement or otherwise at law or in equity, to immediately terminate this Agreement.
- (b) Notwithstanding any other provision contained in this Agreement, The Institute may, with written notice to the Sponsor, immediately terminate this Agreement in the event that the Institute determines that the Sponsor is guilty of conduct tending to bring themselves, The Institute or its members into disrepute.

11. Consequences of Termination

11.1 Consequences

- (a) On termination of this Agreement, each party (**Receiving Party**) must hand over to the other party (**Disclosing Party**) all materials produced by the Disclosing Party and any other property of the Disclosing Party that are or ought to be in the Receiving Party's possession, custody or control.
- (b) In the event that the Agreement is terminated as a result of: (i) the Sponsor breaching the terms of this Agreement and failing to cure such default within the specified timeframe (in Clause 11.2(a)); or (ii) as a result of being guilty of conduct tending to bring themselves or The Institute or its members into disrepute (in accordance with Clause 11.2(b)): (i) The Institute will not refund or be under any obligation to refund any amount of the Fees already paid by the Sponsor to The Institute; and (ii) any Fees or other payments owing and not received by The Institute will immediately become a debt owing under this Agreement and interest will accrue in accordance with Clause 3.3.

12. General

- 12.1 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.
- 12.2 The Institute reserves the right to amend this Agreement from time to time and the Sponsor will be subject to the Terms in force at the time the Sponsor signs the form.
- 12.3 The Sponsor may not assign any of its rights or obligations under this Agreement.
- 12.4 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.
- 12.5 This Agreement shall be construed in accordance with and governed by the laws of the State of Victoria, Australia and each party waives any inconvenient forum objection claim whether now or in the future.
- 12.6 This Agreement and any Form under this Agreement may be executed simultaneously in 2 or more counterparts, each of which will be considered an original, but all of which together will constitute one and the same instrument. The exchange of a fully executed Form (in counterparts or otherwise) by fax or email will be sufficient to bind the parties to the Agreement.