

# 2024 TasTAFE Trade Excellence Awards Sponsor Terms and Conditions

## 1. This agreement

The parties to this agreement include TasTAFE, the sponsored party (referred to as we, our or us) and the sponsor (referred to as you or your).

## 2. Governing Principles

The parties will:

- collaborate in good faith to give effect to this agreement;
- exercise due care, judgement and skill;
- observe and comply with all generally accepted industry standards; and
- observe and comply with all relevant Laws.

## 3. Sponsorship benefits

We agree to provide the sponsorship benefits, with effect from the date of signing the proposal, as set out in the proposal.

## 4. Exclusivity

The statewide sponsorship is an exclusive opportunity. All other sponsorships are non-exclusive.

## 5. Conflicting

We may accept sponsorships from other sponsors during the term of this agreement, even if they operate in the same industry as you.

## 6. Sponsorship fees

If the sponsorship includes a cash contribution (statewide & regional packages), an invoice will be issued to the sponsor upon signing this agreement. You must pay the sponsorship fees on the payment terms stated on the tax invoice.

Award prizes must be valued at \$500.00 and can comprise a gift voucher, cheque and/or tools and products. These must be delivered to the designated TasTAFE Campus a minimum of 7 days prior to the event.

## **7. GST**

Unless otherwise stated, you must pay Goods and Services Tax (GST) in addition to and at the same time as the sponsorship fees and other amounts due under this agreement. We will give you a tax invoice showing the GST applicable.

## **8. Sponsor's obligations**

You must comply with the sponsor's obligations set out in the proposal. We may delay or withhold the provision of the sponsorship benefits during any period that you fail to comply with the sponsor's obligations or the payment terms.

## **9. Cancellation of sponsorship**

Once a sponsorship has been accepted all payments are non-refundable. If you are no longer able to support the 2024 TasTAFE Trade Excellence Awards, please get in touch with TasTAFE to discuss your participation.

## **10. Cancellation or postponement**

TasTAFE does not accept any liability for losses incurred if the 2024 TasTAFE Trade Excellence Awards are cancelled or postponed due to an event that renders proceedings inadvisable, illegal, impracticable, or impossible.

If the event(s) is cancelled or postponed, refunds may not be issued, but available funds may be credited towards the rescheduled event.

An unforeseen event could include, but is not limited to, an infectious disease outbreak; industrial disruptions; service provider failures; governmental restrictions or regulations; war or apparent act of war; terrorism or apparent act of terrorism; disaster; civil disorder, disturbance, and/or riots; curtailment, suspension, or restriction on transportation; or any other emergency.

## **11. Revocation of participation**

TasTAFE retains the discretion to accept or decline a sponsorship. Any sponsorship offer may be declined if it is determined that the potential sponsor's values and practices do not align with those of TasTAFE.

## **12. Product or service endorsement**

Your sponsorship does not indicate product or service endorsement and must not be stated or inferred in any way.

## **13. Conflict of Interest**

Your sponsorship is independent of TasTAFE purchasing activities. Decision-making in respect to sponsorship or purchasing does not affect nor influence decisions in relation to the other. A sponsorship is a one-time financial agreement that does not obligate either party to a continuing business arrangement or additional benefits beyond the scholarship agreement.

## **14. Intellectual property**

You authorise us to use your intellectual property solely for the purpose of providing the sponsorship benefits, and we agree not to use it for any other purpose.

Intellectual property includes materials that may be protected by patents, designs, copyrights, moral rights, know how, trade secrets, rights in confidential information and any other intellectual property rights, whether registered or unregistered.

## **15. Indemnity**

The sponsor shall indemnify and hold harmless TasTAFE for any loss, damage to property or injury to persons suffered as a result of your participation in the 2024 TasTAFE Trade Excellence Awards, except where TasTAFE are found to be negligent.

## **16. Supply of goods and services**

The supply of any goods, services, samples or advice is entirely at the sponsor's own risk during the events.

## **17. Protection of your confidential information**

In relation to your business contact information, we will:

- only use or disclose it for the purposes of performing this agreement;
- ensure it is securely safeguarded; and
- if requested (including after the agreement ends) return or destroy it and use reasonable endeavours to delete any electronic copies saved on our computers.

However, we may disclose your business contact information to our professional advisors, as required by law or with your consent.

We will ensure that our employees, agents and contractors comply with these obligations.

## **18. Protection of our confidential information**

You agree to protect our confidential information on the same terms that we are required to protect yours, as set out in clause 16.

## **19. Limited use of names and logos**

You grant TasTAFE a limited, revocable, non-exclusive license to use your name, logo, and related intellectual property for the sole purpose of providing sponsorship benefits and otherwise performing its obligations and exercising its rights under this Agreement.

You warrant that the use of your name, logo and related intellectual property by TASTAFE will not infringe the rights of third parties.

TasTAFE grants you a limited, revocable, non-exclusive license to use its name and logo for the sole purpose of identifying your relationship with TasTAFE as a sponsor of the 2024 Trade Excellence Award and subject to TasTAFE's written approval.

You agree that you will not:

(a) use TasTAFE's name or your relationship with TasTAFE under this Agreement in a manner that states or implies that TasTAFE endorses you or your products or services; and

(b) use or allow the use of TasTAFE'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 TasTAFE's right, title or interest in its intellectual property.

## **20. Announcements and Publications**

By sponsoring the Awards, you acknowledge that photographs and filming may take place at the events. TasTAFE reserves the right to use images and videos recorded at the events with your photograph and/or likeness in future marketing materials, including social media channels, websites, and print material, without obtaining any further approval from you or making any payment to you.

TasTAFE may refer to you as a sponsor of the events on its website, in social media, and in any other materials published in any medium to promote the Awards and events.

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 TasTAFE.

TasTAFE has the right to veto any sponsorship materials that you provide to TasTAFE for the events and to require you to provide materials that are satisfactory to TasTAFE, acting reasonably.

## **21. Judging of the awards**

Judging of the awards will be independent of sponsorship and undertaken by a TasTAFE panel of judges. The Judges decision shall be final, and no correspondence or justification for any decision shall be required of TasTAFE.

## **22. Duration of this agreement**

The agreement is in place from the date of signing until the 1 of February 2025.

In addition, either party can end this agreement at any time under clause 22.

## **23. Breaches and disputes**

If either party considers this agreement breached, they will advise the other party in writing of the breach and request that the breach be rectified within 7 days.

In the event of a dispute, the parties expressly agree to attempt to resolve it through discussion and negotiation between the responsible officers within each of the parties' organisations.

Upon referral of the dispute to the responsible officer, the respective responsible officers will either meet to seek to resolve the dispute or agree upon a process for resolving the dispute within 14 days through means other than litigation or arbitration, such as further negotiation, mediation or conciliation.

## **24. Ending this agreement for breach, etc.**

The sponsored party may terminate this agreement without notice if the sponsorship fees are not received within the payment terms.

Either party may end this agreement at any time by written notice if the other party:

- fails to rectify a substantial breach within 28 days of receiving a written notice requiring it to do so; or
- is bankrupt, insolvent or ceases to operate its business.

## **25. Variations**

Once signed, this agreement may only be varied by the parties' further written agreement.

## **26. Jurisdiction**

This agreement is governed by the laws of the jurisdiction of Tasmania, Australia and the parties submit to the resolution of disputes exclusively by the courts in the jurisdiction.

## **27. Assignment**

No party may assign its rights or obligations under this document without the written consent of the other parties. A party must not unreasonably withhold or delay its consent.

## **28. Expenses**

TasTAFE will be responsible for the expense of supplying the sponsor with the benefits listed in the sponsorship proposal, except for:

- The sponsors own pull-up banners.
- Other marketing collateral used by the sponsor.
- Display equipment for the trade display table, apart from the supplied trestle table(s).
- Creation and supply of printed program book advertisements.
- Creation and supply of the video
- Travel expenses to attend the events.

These expenses are at the sponsor's own cost.

END OF AGREEMENT TERMS