



MLA LEGAL TERMS FOR COMMUNITY EVENT SPONSORSHIP

Updated: July 2020

Meat & Livestock Australia Limited (**MLA**) is engaged in the promotion of the Australian red meat industry and wishes to sponsor the industry event (**Event**) promoted and organised by you (**Event Organiser**).

1. The Event

1.1 Conduct

The Event Organiser must promote and conduct the Event in a professional manner and in accordance with these terms.

1.2 MLA's role

The Event Organiser acknowledges that it is solely responsible for the conduct of the Event and that MLA does not assume any responsibility for the Event.

2. MLA Entitlements

2.1 Grant

2.1.1 The Event Organiser grants to MLA the entitlements specified in the Guidelines and in the Email Confirmation.

2.1.2 MLA's acceptance of the Application and payment of the Sponsorship Amount is conditional upon the Event going ahead as planned and in accordance with the details provided in the Application. Should the Event be cancelled or altered in any way, MLA:

- (a) reserves its rights to review the Sponsorship and the Sponsorship Amount in light of the changes; and
- (b) without limiting clause 2.1.2(a), MLA may terminate this agreement by notice to the Event Organiser.

2.2 Restriction

2.2.1 The Event Organiser must not use or refer to MLA's name or the Intellectual Property in any manner which in MLA's opinion may damage MLA's reputation or goodwill or the reputation or goodwill in the Products or the Intellectual Property.

2.2.2 The Event Organiser must not publish or cause to be published any information or material relating to the Event which:

- (a) is false or misleading;
- (b) is threatening, pornographic, blasphemous, obscene or otherwise offensive;
- (c) is defamatory;
- (d) infringes any person's intellectual property or other rights; or
- (e) is illegal.

2.3 Promotional materials

MLA will provide the Event Organiser with the promotional materials for the purposes of the Event, which may be specified in the Email Confirmation or as otherwise specified by MLA in writing prior to the Event.

3. Event Organiser's Responsibilities

The Event Organiser must:

- (a) acknowledge and recognise MLA as a sponsor of the Event in accordance with the Application; and
- (b) within one month after the end of the Event, supply MLA with a detailed and comprehensive post Event Report of the Event in accordance with the instructions specified in the Email Confirmation.

4. Sponsorship

4.1 Sponsorship Amount

Subject to clause 4.2, MLA must, on receipt of a tax invoice and the Event Report from the Event Organiser, pay the sponsorship amount specified in the Email Confirmation (**Sponsorship Amount**) within 30 days to the Event Organiser.

4.2 Pre-payments

If requested by the Event Organiser and agreed by MLA, MLA may pay a portion of the Sponsorship Amount to the Event Organiser prior to the Event (**Pre-Event Payment**), in which case:

- (a) MLA will make the agreed Pre-Event Payment within 30 days after receipt of an invoice from the Event Organiser, unless the Event is cancelled, postponed or altered between the date the invoice is issued and the date payment is due; and
- (b) if the Event is cancelled, postponed or altered after MLA has made a Pre-Event Payment, MLA may request that the Event Organiser repay to MLA part or all of the Pre-Event Payment, and the Event Organiser will comply with any such request within 7 days.

4.3 Goods and services tax

In relation to any goods and services tax (**GST**) payable for a taxable supply (as defined under GST law) by a party under this agreement, the recipient of the supply must pay the GST subject to the supplier providing a tax invoice (as defined under GST law).

5. Intellectual Property

5.1 Proprietary rights

Nothing contained in this agreement constitutes a grant to the Event Organiser of, or creates in favour of the Event Organiser any goodwill or proprietary right in or in relation to the Intellectual Property.

5.2 Use

5.2.1 The Event Organiser may only use the Intellectual Property during the Term with the prior written approval of MLA.

5.2.2 Without limiting clause 5.2.1:

- (a) the Event Organiser acknowledges that the Intellectual Property may only be used by the Event Organiser if taken from copies or artwork provided or otherwise approved by MLA;
- (b) all materials using or incorporating the Intellectual Property must be provided to MLA for its written approval prior to their proposed use; and
- (c) the Event Organiser must not permit the Intellectual Property to appear in conjunction with the name or logo of any other person without the prior written approval of MLA.

5.3 Prohibitions

The Event Organiser must not, during or after the Term:

- (a) represent in any way that it owns the Intellectual Property or is entitled to use the Intellectual Property other than as an authorised user of MLA;
- (b) apply or seek to register the Intellectual Property in its own name in any country; or
- (c) attack or contest the property rights of MLA in and to the Intellectual Property.

6. Insurance

6.1 Cover

6.1.1 The Event Organiser must at all times maintain:

- (a) public liability insurance in an amount of at least \$10 million for each occurrence; and
- (b) such other insurance cover as MLA may from time to time reasonably require.

6.1.2 The Event Organiser must ensure that the interest of MLA is noted on the insurance policies referred to in clause 6.1.1.

6.2 Evidence of currency

The Event Organiser must, on request by MLA, produce evidence of the currency of the insurance policies referred to in clause 6.1.

7. Confidentiality

7.1 Acknowledgment

The Event Organiser acknowledges that:

- (a) the Confidential Information is the property of MLA.

- (b) Confidential Information given to it prior to this agreement was given on the condition that it be kept confidential; and
- (c) the right to maintain the confidentiality of the Confidential Information is a proprietary right which MLA is entitled to protect.

7.2 Protection

The Event Organiser must:

- (a) take all such reasonable precautions as may be necessary to maintain the confidentiality of the Confidential Information;
- (b) only disclose the Confidential Information to those of its employees who need to know for the purposes of this agreement; and
- (c) immediately on demand from MLA:
 - (i) deliver to MLA all Confidential Information which is capable of being transferred by delivery; and
 - (ii) delete permanently all Confidential Information in electronic form stored on any computer or similar facility under the control of the Event Organiser.

7.3 Excluded information

The Event Organiser's obligations under this clause 7 do not apply to any Confidential Information which:

- (a) it can show was in its possession at the time of disclosure to it and was not acquired in breach of an obligation of confidence or under an obligation of confidence;
- (b) is in the public domain other than by the act or omission of the other party or its officers, employees or contractors; or
- (c) is acquired from a third party, provided that it was not acquired by the third party unlawfully or in breach of an obligation of confidence.

8. Warranties

The Event Organiser warrants that entering into and exercising its rights and performing its obligations under this agreement will not breach any agreements between it and any third party or any rights of a third party.

9. Privacy

Personal information provided by the Event Organiser to MLA in relation to the Event will be used and disclosed for the purpose of MLA's sponsorship of the Event and otherwise be collected, stored, used and disclosed in accordance with MLA's privacy policy available at <https://www.mla.com.au/general/privacy/>

10. Indemnity

The Event Organiser indemnifies MLA against all damages, losses, costs and expenses incurred by MLA arising out of:

- (a) any breach by the Event Organiser of this agreement; and
- (b) any act or omission of the Event Organiser in connection with the promotion or conduct of the Event.

11. Compliance with laws

The Event Organiser must comply with all applicable laws and regulations in exercising its rights or performing its obligations under this agreement or otherwise in connection with the promotion and conduct of the Event.

12. Termination

12.1 Notice

MLA may by notice to the Event Organiser terminate this agreement if MLA considers that adverse publicity in respect of or its association with the Event may damage MLA's reputation or goodwill or the reputation or goodwill in the Products or the Intellectual Property.

12.2 Default

If the Event Organiser:

- (a) goes into liquidation, has a receiver or receiver and manager appointed to it or any part of its assets, enters into a scheme of arrangement with creditors or suffers any other form of external administration;
- (b) fails, within 7 days after receipt of notice, to remedy any breach of its obligations under this agreement which is capable of remedy;
- (c) breaches any provision of this agreement which is not capable of remedy, MLA may, by notice to the Event Organiser, terminate this agreement.

12.3 Effect of termination

12.3.1 If MLA terminates this agreement under clauses 12.1 or 12.2, without limiting MLA's rights under this agreement the Event Organiser must on demand from MLA repay MLA the Sponsorship Amount.

12.3.2 On termination of this agreement:

- (a) the Event Organiser must immediately cease using the Intellectual Property;
- (b) the Event Organiser must immediately cease referring to MLA as a sponsor of the Event; and
- (c) at the option of MLA, the Event Organiser must return to MLA or destroy all promotional materials provided to the Event Organiser under clause 2.3 and all other materials in the

possession or under the control of the Event Organiser which contain the Intellectual Property.

13. Relationship

Nothing in this agreement constitutes any party as an agent, partner, joint venturer or employee of the other party or creates any agency, partnership, joint venture or employment relationship.

14. Miscellaneous

14.1 Notices

14.1.1 A notice under this agreement must be by email to the addressee's email address.

14.1.2 An email is deemed to have been received on sending, unless the sender receives an error message indicating that the email was not delivered to the intended recipient.

14.1.3 For the purposes of this agreement:

(a) MLA's email address is ausgoodmeat@mla.com.au and

(b) Event Organiser's email address is the address included in the Event Organiser's application.

14.2 Amendment

From time to time, MLA may vary this agreement by replacing the existing terms with new terms. MLA will make the new terms available on the MLA website under the MLA Event Sponsorship section.

14.3 Assignment

The Event Organiser may only assign a right under this agreement with the prior written consent of MLA.

14.4 Governing law and jurisdiction

14.4.1 This agreement is governed by and must be construed in accordance with the laws of New South Wales.

14.4.2 Each party:

(a) irrevocably and unconditionally submits to the non-exclusive jurisdiction of the courts of New South Wales and all courts which have jurisdiction to hear appeals from those courts; and

(b) waives any right to object to proceedings being brought in those courts for any reason.

14.5 Order of precedence

14.5.1 This agreement consists of the following documents:

- (a) the terms in the body of this agreement;
- (b) the Guidelines;
- (c) the Application; and
- (d) the Email Confirmation,

and in case of a conflict or inconsistency, the document listed earlier in this clause 14.5.1 will prevail to the extent of such conflict or inconsistency.

14.5.2 This agreement contains the entire agreement between MLA and the Event Organiser with regards to the Event.

15. Definitions and interpretation

15.1 Definitions

15.1.1 Where commencing with a capital letter:

Application means the Event Organiser's sponsorship application submitted to ausgoodmeat@mla.com.au;

Confidential Information means, in respect of a party, all trade secrets and know-how, financial information and other commercially valuable information of whatever description and in whatever form provided MLA to the Event Organiser under this agreement;

Email Confirmation means the email from MLA confirming acceptance of the Application by MLA;

Guidelines means the current MLA Community Event Sponsorship Guidelines available on the MLA website;

Intellectual Property means the intellectual property owned by or licensed by MLA including the MLA Logo and the Australian Good Meat logo;

MLA Logo means the logo specified in the Email Confirmation or as otherwise provided by MLA; and

Products means red meat and related or incidental products produced by the Australian red meat industry.

15.1.2 Where a word or phrase is given a defined meaning another part of speech or other grammatical form in respect of that word or phrase has a corresponding meaning.

15.2 Presumptions of interpretation

Unless the context otherwise requires a word which denotes:

- (a) the singular denotes the plural and vice versa; and

(b) a person includes an individual, a body corporate and a government.