

Corporate Partner Subscription - Terms & Conditions (Digital Version)

These terms and conditions are the agreement between you as the corporate subscriber (**Subscriber**) and Save the Children Australia (ABN 99 008 610 035) of Level 9, 469 La Trobe Street, Melbourne, Victoria, 3000 (**SCAus**).

1. Definitions

In this Agreement, unless the context otherwise requires:

Bright Partner means a tier two (2) corporate subscriber who receives the Subscription Benefits in clause 5.2 in exchange for payment of the Subscription Fee.

Build Partner means a tier one (1) corporate subscriber who receives the Subscription Benefits in clause 5.1 in exchange for payment of the Subscription Fee.

Business Days means a day other than a Saturday, Sunday or public holiday in Victoria, Australia.

Commencement Date means the date of the first payment of the Subscription Fee.

Confidential Information has the meaning given to it in clause 9.

Future Partner means a tier three (3) corporate subscriber who receives the Subscription Benefits in clause 5.35.1 in exchange for payment of the Subscription Fee.

Guiding Principles on Business and Human Rights means the *United Nations' Guiding Principles on Business and Human Rights: Implementing the United Nations "Protect, Respect and Remedy" Framework* available at [OHCHR Website](https://www.ohchr.org/en/instruments-mechanisms/instruments/guiding-principles).

Intellectual Property has the meaning given to it in clause 8.

Licenced Material means all Marketing Moments, digital poster and sticker assets, and the SCAus Logo provided by SCAus under this Agreement.

Marketing Moments means the social media marketing assets for Facebook, Instagram and LinkedIn designed and provided by SCAus to the Subscriber under this Agreement for key events including, but not limited to:

- (a) Mother's Day;
- (b) Father's Day;
- (c) Holiday Season;
- (d) Back to School
- (e) Caring for the Planet; or
- (f) Winter Warmers.

Modern Slavery has the meaning as it has in the *Modern Slavery Act 2018* (Cth).

SCAus Logo means the registered trademark in Schedule 1.

Social Media Channels mean Instagram, Facebook, and LinkedIn.

Subscription Benefits means the benefits provided by SCAus under the applicable subscription tier, as detailed in clause 5.

Subscription Fee means the fee paid to SCAus by the Subscriber in accordance clause 4.1.

Subscription Cycle means every four (4) weeks from the Commencement Date.

2. Term

- 2.1. This Agreement commences on the Commencement Date and continues for a minimum period of twelve (12) months (**Minimum Term**) unless terminated in accordance with this Agreement.
- 2.2. After the Minimum Term, the Subscription will automatically renew on a four (4) weekly basis unless terminated in accordance with this Agreement.

3. Purpose

- 3.1. The Subscriber will pay the Subscription Fee to SCAus and SCAus will provide the Subscriber with Subscription Benefits applicable to the chosen tier as defined in clause 5.
- 3.2. The Subscriber agrees that the Subscription Fee is an unrestricted donation to SCAus for use in accordance with its charitable objectives.

4. Payment of the Subscription Fee

- 4.1. The Subscriber must pay the Subscription Fee applicable to its chosen tier:

Tier	Subscription Fee	Subscription Cycle
Build Partner	\$1,500	Every four (4) weeks
Bright Partner	\$3,500	Every four (4) weeks
Future Partner	\$5,000	Every four (4) weeks

- 4.2. The Subscription Fee is:

- (a) payable four (4) weeks in advance of each Subscription Cycle;
- (b) exclusive of GST and any other applicable taxes. If GST is payable on the Subscription Fee, the Subscriber must pay the GST-inclusive amount; and
- (c) non-refundable except where required by Law or as expressly provided for in this Agreement.

- 4.3. If the Subscriber fails to pay the Subscription Fee, SCAus may provide written notice and if payment is not received within fourteen (14) days of such notice, SCAus may terminate the Subscription with immediate effect.
- 4.4. The Subscriber acknowledges that:
- (a) SCAus makes no representation regarding the tax deductibility of the Subscription Fee;
 - (b) the tax treatment of the Subscription Fee will depend on the Subscriber's circumstances and applicable tax laws;
 - (c) the Subscriber is responsible for seeking independent tax advice regarding the deductibility of the Subscription Fee; and
 - (d) SCAus will provide a receipt for the Subscription Fee but this does not constitute advice regarding tax deductibility.

5. Subscription Benefits

5.1. Build Partner

The Build Partner shall receive the following Subscription Benefits per annum:

- (a) SCAus to publish one (1) post acknowledging all Build Partners on its Social Media Channels;
- (b) SCAus to list the Subscriber on its digital honour board on the SCAus website under the Build Partner tier;
- (c) digital copies of at least one (1) poster and one (1) sticker for the Subscriber to print and display in-store or at its office location;
- (d) a choice of three (3) Marketing Moments for the Subscriber, in a form prescribed by SCAus, to post on its Social Media Channels;
- (e) an Annual Impact Report; and
- (f) a Certificate of Partnership.

5.2. Bright Partner

The Bright Partner shall receive the following Subscription Benefits per annum:

- (a) SCAus to publish one (1) post acknowledging all Bright Partners on its Social Media Channels;
- (b) SCAus to list the Subscriber on its digital honour board on the SCAus website under the Bright Partner tier;
- (c) digital copies of at least one (1) poster and one (1) sticker for the Subscriber to print and display in-store or at its office location;

- (d) a choice of six (6) Marketing Moments, in a form prescribed by SCAus, for the Subscriber to post on its Social Media Channels;
- (e) an Annual Impact Report; and
- (f) a Certificate of Partnership.

5.3. **Future Partner**

The Future Partner shall receive the following Subscription Benefits per annum:

- (a) SCAus to publish one (1) post acknowledging the Subscriber on its Social Media Channels;
- (b) SCAus to list the Subscriber on its digital honour board on the SCAus website under the Future Partner tier;
- (c) digital copies of at least one (1) poster and one (1) sticker for the Subscriber to print and display in-store or at its office location;
- (d) a choice of six (6) Marketing Moments, in a form prescribed by SCAus, for the Subscriber to post on its Social Media Channels;
- (e) at least two (2) invitations to SCAus online events;
- (f) use of the SCAus Logo on its website solely to confirm its status as a Future Partner and subject to prior written approval of SCAus for each use;
- (g) an Annual Impact Report; and
- (h) a Certificate of Partnership.

5.4. **Variation of Subscription Benefits**

- (a) SCAus may add to, improve or modify the Subscription Benefits at any time without notice to the Subscriber.
- (b) SCAus may reduce, suspend, or discontinue any Subscription Benefit by providing the Subscriber with at least thirty (30) days' written notice, where such reduction, suspension or discontinuation is due to:
 - (i) operational requirements;
 - (ii) changes in SCAus's strategic priorities or programs;
 - (iii) legal or compliance obligations;
 - (iv) circumstances beyond SCAus's reasonable control; or
 - (v) the benefit no longer being feasible or practical to provide.
- (c) If SCAus makes a material reduction to the Subscription Benefits under clause 5.4(b) that substantially affects the overall value of the tier, the Subscriber may terminate this

Agreement by written notice within fourteen (14) days of receiving notice of the variation, and SCAus will provide a pro-rata refund for any Subscription Fees paid in advance for the period after termination.

6. Grant of licence

6.1. SCAus' licence

- (a) During the term of this Agreement, SCAus grants a limited, non-exclusive, non-transferable licence to the Subscriber to use the Licenced Material (or any part of it) in accordance with the applicable tier.
- (b) The Subscriber acknowledges the Licenced Material is in form prescribed by SCAus and is not capable of being modified without written consent of SCAus except to insert the Subscriber's logo.
- (c) The Subscriber must not modify, adapt, sub-licence, distribute, reproduce or otherwise exploit any or all of the Licenced Material or use them in any manner that may cause actual or perceived harm to SCAus's reputation, or breach applicable laws.
- (d) The licence granted by SCAus immediately ceases upon termination of this Agreement.

6.2. Subscriber's licence

The Subscriber grants SCAus a limited, non-exclusive, non-transferrable licence to SCAus to use the Subscriber's name and logo for the purpose of performing this Agreement.

6.3. Notification of actions

- (a) The Subscriber shall immediately notify SCAus in writing if any of the following matters come to its attention:
 - (i) any actual, suspected or threatened infringement of the copyright;
 - (ii) any claim made or threatened that the Licenced Material infringes the rights of any third party; or
 - (iii) any other form of attack, charge or claim to which the copyright may be subject.
- (b) In respect of any of the matters listed in clause 6.3(a) the Subscriber shall not make any admissions other than to SCAus and shall provide SCAus with all assistance that the SCAus may reasonably require in the conduct of any claims or proceedings.
- (c) If the SCAus is advised or required by law or as a result of threatened legal proceedings to withdraw the Licenced Material (or any part of it) during the Term, the Subscriber shall immediately withdraw Licence Material and cease to exploit the rights granted under this Agreement.
- (d) Nothing in this agreement shall constitute any representation or warranty that the exercise by the Subscriber of rights granted under this agreement will not infringe the rights of any person.

6.4. Changes to Licenced Material

SCAus may update or replace the Licensed Materials at any time by providing updated materials to the Subscriber. The Subscriber must use the updated materials and cease using previous versions within thirty (30) days of receiving the updated materials.

7. No public comment and brand use

- 7.1. SCAus will provide the Subscriber with template wording to accompany the Marketing Moments.
- 7.2. The Subscriber must not amend the wording or make any public statements, including issuing any media release or publishing any article, publication, website statements, social media post or similar concerning the Subscription, unless permitted by this Agreement.

- 7.3. The Subscriber must not intentionally or recklessly:

- (a) Do, or cause to be done, or allow to be done, or omit to do anything which may:
 - (i) damage, bring into disrepute or ridicule the name, messages or reputation of SCAus; or
 - (ii) attract public or media attention which may be prejudicial or otherwise detrimental to the name, messages or reputation of SCAus; or
- (b) do or say, or cause anything to be done or said (including by way of public statement or media release), which in any way denigrates SCAus or an officer of SCAus,

and the Subscriber must immediately notify SCAus if it becomes aware of any information, matter or event relating to this Agreement which may affect clause 7.3.

- 7.4. The Subscriber must immediately notify SCAus of any actual or potential breach of this clause 7 or any matter which it becomes aware which may be prejudicial or otherwise detrimental to SCAus's name, reputation or interest.

8. Intellectual property rights and trademarks

- 8.1. All Intellectual Property Rights in the Licenced Material provided by or on behalf of SCAus, remain their sole and exclusive property and must not be used by the Subscriber, its employees or agents for any purpose other than for the purpose of this Agreement.
- 8.2. Any goodwill arising from the use of Licenced Material will accrue exclusively to SCAus. If SCAus updates or modifies any trademarks or Licensed Materials, any goodwill generated by the Subscriber's use of previous versions will continue to accrue to SCAus.
- 8.3. The Subscriber acknowledges that:
 - (a) the Subscriber has no right, title or interest in or to any of trademarks;
 - (b) it must not register any trademarks, company or business names, logos, symbols, emblems, designs, or any other indicia using trademarks or any component thereof;

- (c) it must not alter trademarks in any way nor affix, incorporate or use trademarks as part of any other trademark, distinctive mark, name, brand or thing except where permitted in this Agreement; and
- (d) it must not do any act or thing to challenge the SCAus proprietary rights in and to trademarks.

8.4. The rights and obligations of the parties under this provision will survive termination or completion of this Agreement.

9. Confidentiality

9.1. The Subscriber must:

- (a) treat this Agreement and all information obtained by the Subscriber in connection with this Agreement as (and take all reasonable steps to ensure they remain) strictly confidential; and
- (b) not discuss, publish or otherwise disclose the information referred to in this clause to any person except:
 - (i) to the extent such disclosure is strictly necessary for the Subscriber for the performance of the Subscription;
 - (ii) as otherwise approved in writing by SCAus; or
 - (iii) as, and to the extent, required by law.

9.2. This clause does not apply to information in the public domain (except where such information is in the public domain as a result of a breach of this provision).

9.3. The rights and obligations of the parties under this provision will survive termination or completion of this Agreement.

10. Data and privacy

10.1. The Subscriber consents to SCAus collecting and using its data in accordance with the [SCAus Privacy Policy](#).

10.2. The Subscriber agrees to comply at all times with the *Privacy Act 1988* (Cth).

11. Compliance with Laws and SCAus policies

11.1. The Subscriber must comply with all applicable fraud, anti-bribery, anti-corruption and Modern Slavery laws.

11.2. The Subscriber agrees to comply with the [SCAus Supplier Code of Conduct](#) including any changes made to it from time to time, and any new ones introduced.

11.3. A breach of this clause 11 entitles SCAus to immediately terminate this Agreement.

12. Dispute resolution

- 12.1. If a dispute arises out of or in connection with this Agreement (including any question regarding its existence, validity or termination), the party claiming that a dispute has arisen shall give written notice to the other party specifying the nature of the dispute.
- 12.2. Upon receipt of the notice, the parties agree to discuss the dispute in good faith and attempt to resolve it. If the dispute is not resolved within fourteen (14) Business Days after the notice, the parties agree to terminate this Agreement.
- 12.3. Notwithstanding the existence of a dispute, each party shall continue to perform its obligations under this Agreement.

13. Termination

- 13.1. The Subscriber may terminate this Agreement without cause by giving four (4) weeks written notice to SCAus.
- 13.2. SCAus may terminate this Agreement for any reason by providing the Subscriber with at least sixty (60) days' written notice. If SCAus terminates under this clause, SCAus will provide a pro-rata refund of any Subscription Fees paid in advance for the period after the effective date of termination.
- 13.3. SCAus may terminate this Agreement with immediate effect by written notice if the Subscriber breaches any of the terms of this Agreement or if continuation of this Agreement poses actual or perceived reputational harm, legal, or compliance risk to SCAus (including, without limitation, where the Subscriber is subject to material adverse publicity, investigation, or proceedings relating to child safety, modern slavery or environmental harm), as determined by SCAus acting reasonably.
- 13.4. The Subscriber must immediately notify SCAus of any material controversy, investigation, or proceeding that could reasonably be expected to cause reputational harm to SCAus, or any material changes to its business activities.
- 13.5. Upon termination, the Subscriber must immediately:
 - (a) cease all use of Licenced Material from all the Subscriber's digital platforms including Social Media Channels; and
 - (b) remove all Licenced Material from all the Subscriber's digital platforms including Social Media Channels; and
- 13.6. The Subscriber grants to SCAus the right to audit the Subscriber's compliance post-termination to ensure removal of Licenced Material.
- 13.7. No refund of the Subscription Fee shall be payable for any period except if provided for in clause 13.2.
- 13.8. Any termination of this Agreement does not affect any accrued rights or remedies of either party.

14. Force Majeure

Neither party will be liable for any delay or failure to perform its obligations under this Agreement due to circumstances beyond its reasonable control. If such circumstances prevent SCAus from providing

the Subscription Benefits for more than sixty (60) days, either party may terminate this Agreement on written notice.

15. No assignment

Neither party may assign, transfer or novate its rights or obligations under the agreement without the other party's prior written consent (not to be unreasonably withheld).

16. Indemnity

- 16.1. The Subscriber indemnifies and releases SCAus from and against all claims, losses, damages, costs, and liabilities arising from any breach of this Agreement, use of Licenced Material, or unlawful or misleading conduct by the Subscriber.
- 16.2. Nothing in this Agreement is to be read as excluding, restricting or modifying the application of any legislation which cannot by Law be excluded, restricted or modified.
- 16.3. Each indemnity in this Agreement is a continuing obligation, separate and independent from the other obligations of the parties and survives termination of this Agreement.

17. Interpretation

- 17.1. In this Agreement, unless expressed to the contrary:
 - (a) words denoting the singular include the plural and vice versa;
 - (b) the word 'includes' in any form is not a word of limitation;
 - (c) where a word or phrase is defined, another part of speech or grammatical form of that word or phrase has a corresponding meaning;
 - (d) headings and sub-headings are for ease of reference only and do not affect the interpretation of this Agreement; and
 - (e) no rule of construction applies to the disadvantage of the party preparing this Agreement on the basis that it prepared or put forward this Agreement or any part of it.
 - (f) any legislation (including subordinate legislation) is to that legislation as amended, re-enacted or replaced and includes any subordinate legislation issued under it;
 - (g) any document (such as a deed, agreement or other document) is to that document (or, if required by the context, to a part of it) as amended, novated, substituted or supplemented at any time;
 - (h) writing includes writing in digital form;
 - (i) 'this Agreement' is to this Agreement as amended from time to time;
 - (j) 'A\$', '\$', 'AUD' or 'dollars' is a reference to Australian dollars;
 - (k) a clause, schedule or attachment is a reference to a clause, schedule or attachment in or to this Agreement;

- (l) any property or assets of a person includes the legal and beneficial interest of that person of those assets or property, whether as owner, lessee or lessor, licensee or licensor, trustee or beneficiary or otherwise;
- (m) a person includes a firm, partnership, joint venture, association, corporation or other body corporate;
- (n) a person includes the legal personal representatives, successors and permitted assigns of that person, and in the case of a trustee, includes any substituted or additional trustee; and
- (o) any body (Original Body) which no longer exists or has been reconstituted, renamed, replaced or whose powers or functions have been removed or transferred to another body or agency, is a reference to the body which most closely serves the purposes or objects of the Original Body.

18. Entire agreement and no reliance

18.1. This Agreement:

- (a) constitutes the entire agreement between the parties about the subject matter contained in it; and
- (b) supersedes and cancels any contract, deed, arrangement, related condition, collateral arrangement, condition, warranty, indemnity or representation relating to the subject matter contained in it, that was imposed, given or made by a party (or an agent of a party) prior to entering into this Agreement.

18.2. The Subscriber acknowledges that in entering into this Agreement the Subscriber has not relied on any representations made by SCAus other than matters expressly set out in this Agreement.

19. Severability

- 19.1. Any provision of this Agreement that is held to be illegal, invalid, void, voidable or unenforceable must be read down to the extent necessary to ensure that it is not illegal, invalid, void, voidable or unenforceable.
- 19.2. If it is not possible to read down a provision as required by this clause, part or all of the clause of this Agreement that is unlawful or unenforceable will be severed from this Agreement and the remaining provisions continue in force.

20. Waiver

The failure of a party at any time to insist on performance of any provision of this Agreement is not a waiver of the party's right at any later time to insist on performance of that or any other provision of this Agreement.

21. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of Victoria, Australia. The parties submit to the non-exclusive jurisdiction of the courts of Victoria.

Schedule 1 – SCAus Logo



Save the Children

SCAus Colour Logo

For use in any on-screen or digital context



Save the Children

SCAus White Logo

For use in any on-screen or digital context



Save the Children

SCAus Black Logo

For use in any on-screen or digital context