



FREMANTLE FOOTBALL CLUB CORPORATE HOSPITALITY | TERMS AND CONDITIONS

1. DEFINITIONS

In these Terms and Conditions:

- (a) **'Applicable Law'** means the law (including consumer protection legislation) applying in the state or territory (as applicable) in which FFC Matches take place.
- (b) **'Booking Confirmation'** means where no Invoice is issued, the booking confirmation or receipt issued by FFC to the Customer confirming the details of the Customer, Hospitality Package, payment and other details, following the submission of a booking form by the Customer to FFC either online, in person or via email in respect of a Hospitality Package.
- (c) **'Customer'** means the person or company specified as the customer on the Invoice or Booking Confirmation (as applicable) in respect of a Hospitality Package.
- (d) **'Event'** means an official FFC event, including but not limited to, the Doig Medal, Season Launch, International Women's Day Luncheon and other events facilitated by FFC from time to time, the particulars of which are indicated on the Invoice or the Booking Confirmation (as applicable).
- (e) **'FFC'** means the Fremantle Football Club (ACN 066 055 249).
- (f) **'Full Payment'** has the meaning given to that term in Clause 3.1.
- (g) **'Guest'** means the Customer and any other person(s) attending the Match or the Event in relation to the Hospitality Package.
- (h) **'Hospitality Facility'** means the shared or private corporate hospitality facility at Optus Stadium designated by FFC to provide the Hospitality Package in respect of the Match.
- (i) **'Hospitality Package'** means the hospitality package specified on the Invoice or Booking Confirmation (as applicable), which may be designated in respect of an Event or in respect of a Match in any one of the following categories – "Inside 50", "Premium Corporate Reserve", "Premium Suites", "President's Suite", "Field Suite", "Player Sponsorship", "Official Partner", "The Pavilion" or "Social Suite".
- (j) **'Hospitality Ticket'** means any ticket, pass or other document in digital copy only and issued by FFC allowing entry to the relevant Hospitality Facility in respect of a Match.
- (k) **'Invoice'** means the invoice issued by FFC to the Customer including the details of the Customer, Hospitality Package, payment and other details.
- (l) **'Match'** means an AFL Premiership Season home qualifying match in which FFC is participating, the particulars of which are indicated on the Invoice or Booking Confirmation (as applicable).
- (m) **'Terms and Conditions'** means these terms and conditions, which contain the agreement between the Customer and FFC as described in Clauses 2.2 and 2.3 of these Terms and Conditions.
- (n) **'Venue'** means a venue where an Event is held.
- (o) **'Year'** means the calendar year period in which the majority of the AFL Premiership Season is played. For the avoidance of doubt, where an AFL Premiership Season spans over two calendar years, then the 'Year' shall



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include the period up to when the finals series of the relevant AFL Premiership Season is played.

2. GENERAL

- 2.1 Subject to these Terms and Conditions and the rights of any third parties, FFC grants the Customer and the Guest(s) the right to use and access:
- (a) the Hospitality Facility during the designated Match time(s); and/or
 - (b) the Venue during the designated Event time(s),
- in each case, in accordance with these Terms and Conditions and for the sole purpose of attending the Match or the Event and the Customer providing hospitality services to the Guest(s), as applicable.
- 2.2 All Hospitality Packages are issued subject to these Terms and Conditions, which together with the Invoice or the Booking Confirmation (as applicable), form a binding contract between FFC and the Customer commencing on the earlier of the date of the Invoice or Booking Confirmation, as applicable.
- 2.3 In addition to Clause 2.2, these Terms and Conditions incorporate, where applicable, the following which may be in force from time to time:
- (a) the [Optus Stadium conditions of entry](#);
 - (b) AFL conditions of entry; and
 - (c) the Venue conditions of entry.
- 2.4 Any person who fails to comply with these Terms and Conditions shall be refused admittance to or be ejected from the Hospitality Facility, or any other part of Optus Stadium or the Venue.

3. PAYMENT

- 3.1 Subject to Clause 3.2, the total price of the Hospitality Package (**Full Payment**) must be paid by the Customer in Australian dollars either:
- (a) via bank transfer in full within 30 days of receipt of the Invoice or Booking Confirmation (as applicable); or
 - (b) via bank transfer in two equal instalments, one instalment due 30 days from receipt of the Invoice or Booking Confirmation (as applicable) and the second instalment due prior to the commencement of the AFL Premiership Season of the relevant Year; or
 - (c) via credit card in full within 30 days of receipt of the Invoice or Booking Confirmation (as applicable);
 - (d) via credit card in two equal instalments, one instalment due within 30 days of receipt of the Invoice or Booking Confirmation (as applicable) and the second instalment due prior to the commencement of the AFL Premiership Season of the relevant Year; or
 - (e) via credit card in four equal instalments, one instalment due within 30 days of receipt of the Invoice or Booking Confirmation (as applicable) and the remaining balance due in equal monthly instalments ending 16 March of the relevant Year; or
 - (f) via credit card in line with the 'FFC Freo Advantage Payment Plan' (for specified Hospitality Packages only).



- 3.2 Unless otherwise agreed by FFC, payment in respect of the Hospitality Package that relates solely to a single Match or an Event must be paid by the Customer in full via credit card at the time of booking.
- 3.3 If payment is not able to be made in accordance with Clause 3.1 or Clause 3.2, FFC may discuss with the Customer bespoke invoicing or credit card payment schedules based on individual Customer circumstances (at the sole discretion of FFC).
- 3.4 A Customer's right to access the Hospitality Facility or the Venue does not vest until Full Payment has been received by FFC.
- 3.5 No Hospitality Tickets will be provided to the Customer until Full Payment has been received by FFC.
- 3.6 The total Invoice amount or amount noted on the Booking Confirmation includes GST and all costs are in Australian Dollars (AUD).
- 3.7 Subject to this Clause 3 and Clause 5, and the consumer guarantees in the Australian Consumer Law, Hospitality Packages are non-refundable.
- 3.8 The Customer acknowledges and agrees:
 - (a) it is the Customer's responsibility to ensure that there are sufficient cleared funds available in the Customer's bank or credit card account to allow a payment to be made in accordance with a payment request made in accordance with this Clause 3; and
 - (b) if there are insufficient cleared funds in the Customer's bank or credit card account to meet a payment, the Customer must arrange for the payment to be made by another method or arrange for sufficient cleared funds to be in the Customer's account by a time agreed with FFC to enable FFC to process the relevant payment.
- 3.9 The Customer acknowledges and agrees that payments made via MasterCard or Visa will incur a [1]% surcharge and payments made via Amex will incur a [3]% surcharge. For the avoidance of doubt, the Customer acknowledges and agrees these fees are non-refundable.
- 3.10 If, on the request of the Customer, FFC orders any food and/or beverages over and above the specified allocation of food and/or beverages included within the relevant Hospitality Package on behalf of the Customer, the Customer must pay all costs and charges for such food and beverages by bank transfer or credit card within 30 days of receipt of an invoice for these costs and charges from FFC.

4. **HOSPITALITY TICKETS**

- 4.1 The Customer acknowledges and agrees that Hospitality Tickets will be issued to the Customer in digital format only.
- 4.2 The Customer agrees that only digital Hospitality Tickets on mobile or electronic devices will be accepted for entry into the Match or the Event.
- 4.3 The Customer agrees that Hospitality Tickets that are printed or otherwise reproduced or replicated in physical form will not be accepted for entry into the Match or Event.
- 4.4 Each valid Hospitality Ticket has a unique identifier. This unique identifier allows one entry only. The Customer agrees to ensure that each Guest attending the Hospitality Facility or Venue has their own unique Hospitality Ticket.
- 4.5 FFC does not allow the purchase of a Hospitality Ticket except from FFC or through one of FFC's authorised sales channels.



- 4.6 The Customer will be responsible for distributing Hospitality Tickets to its Guests. No person will be admitted to the Hospitality Facility or the Venue without a valid Hospitality Ticket (as applicable). No liability is accepted by FFC in the event that a Guest is denied entry to the Hospitality Facility, the Venue or any other part of Optus Stadium (as applicable) as a result of the Customer's or a Guest's failure to comply with these Terms and Conditions.
- 4.7 The Customer shall be responsible for the acts and omissions of the Customer and its Guest(s) while at Optus Stadium or the Venue (as applicable), and the Customer will ensure that the Guest(s) understand and comply with these Terms and Conditions at all times.
- 4.8 The Customer must not, and must ensure that its Guest(s) do not, advertise, auction or otherwise offer for sale, use as a competition prize, exchange for valuable consideration, assign, licence, bundle with other goods or services or otherwise commercially deal with any of the rights benefits and entitlements contained in these Terms and Conditions including, without limitation the Hospitality Tickets, without the prior written consent of FFC's Chief Executive Officer or their nominee.
- 4.9 Any Hospitality Ticket acquired in breach of these Terms and Conditions shall be null and void. FFC is entitled to confiscate, cancel or invalidate any Hospitality Ticket or Match ticket offered for sale, sold or acquired in breach of these Terms and Conditions.
- 4.10 If catering is provided as part of the Hospitality Package, the Customer agrees to provide FFC or the specified catering provider (as directed by FFC) with a dietary requirements list, including details of any food allergies, the name and contact number of the Customer's nominated "Host", the names of the Customer's Guests, and any other relevant information at least two weeks prior to the specified Match date or Event date (as applicable). The Customer acknowledges and agrees that FFC does not guarantee that any of the food or drink products served at the Hospitality Facility or the Venue will be free from nuts, wheat, lactose or any other allergens.
- 4.11 The Customer acknowledges and agrees that FFC does not guarantee:
- (a) whether the Match or any play will take place on the specified Match date;
 - (b) the identity of the players who will appear in the Match; or
 - (c) whether the Event will take place on the specified Event date.
5. **CANCELLATION OR RESCHEDULING**
- 5.1 The *Competition and Consumer Act 2010* (Cth), including the Australian Consumer Law, and other laws provide for certain conditions, consumer guarantees and rights which cannot be excluded, restricted, modified or limited. Nothing in this clause excludes, restricts, modifies or limits the operation of these consumer guarantees and rights.
- 5.2 Should there be an interruption to the relevant Year's AFL Premiership Season, and the Customer's purchased Hospitality Package is affected by COVID-19, FFC will provide affected Customers with pro-rata refunds, credits or other options to address any material reduction or significant change in Match or Event access and/or hospitality benefits of their Hospitality Package.
- 5.3 **Full Season and Multi-Match Hospitality Packages:**
Subject to the consumer guarantees, a Customer will not be able to cancel a full AFL Premiership Season or multi-Match package for a full refund unless they do so more than twenty-eight (28) days prior to the commencement of the relevant Hospitality



- Package (i.e. the first game of the AFL Premiership Season, Event, or the first Match of a multi-Match package, as applicable).
- 5.4 **Single Match Hospitality Packages:** Subject to the consumer guarantees, a Customer will not be able to cancel a Hospitality Package for any single Match in the twenty-eight (28) days prior to the Match to which the Hospitality Package relates.
- 5.5 **Event Hospitality Packages:** Subject to the consumer guarantees, a Customer will not be able to cancel a Hospitality Package for any Event unless they do so more than seven (7) days prior to the Event to which the Hospitality Package relates.
- 5.6 In the event that FFC is obliged to make any material change to a Hospitality Package, or cancel that Hospitality Facility or that Event for any reason, FFC will use its reasonable endeavours to ensure that alternative arrangements are offered to the Customer, which may include providing the customer with a partial refund for the difference between the cost of the original Hospitality Package and the alternative arrangement. The Customer may elect in writing to:
- (a) accept the alternative arrangement offered by FFC, in which case these Terms and Conditions will apply to that alternative arrangement; or
 - (b) receive a refund of any part of the Full Payment the Customer has paid to FFC, in which case these Terms and Conditions will terminate with immediate effect.
- 5.7 In the event of extenuating circumstances resulting in hardship (as determined by FFC, acting reasonably), financial relief may be available including but not limited to:
- (a) Request a downgrade of the Hospitality Package to a more affordable package;
 - (b) Request a pro-rata refund of your Hospitality package;
 - (c) Request an adjustment to your payment terms.
- 5.8 Refunds requested can take between seven (7) to fourteen (14) days to be processed and will be returned in the manner in which the Customer paid.
- 5.9 The FFC Membership Refund Policy does not apply to these Terms and Conditions.
6. **LIABILITY**
- 6.1 Subject to the consumer guarantees and any other applicable laws, FFC's maximum liability to the Customer under, or in connection with, these Terms and Conditions shall be limited to the amount actually paid by the Customer to FFC for the relevant Hospitality Package.
- 6.2 The Customer shall be responsible for, and will reimburse FFC, for any loss, damage, costs and expenses (including, without limitation, loss of profits), that the Customer or its Guests cause, whether within the Hospitality Facility or elsewhere within Optus Stadium or the Venue, as applicable. If the Customer is responsible for such damage or loss, FFC shall be entitled to issue an invoice for such damage or loss to the Customer and the Customer shall pay such invoice immediately.
- 6.3 The Customer agrees that FFC is not responsible for any personal injury or death suffered by the Customer or its Guests as a result of an act or omission of the Customer or its Guests, including without limitation any failure to inform FFC or any third-party responsible for providing or assisting the FFC with providing the Hospitality Package, about any allergies or medical requirements of the Customer or any of their Guests.



7. **SIGNAGE, ADVERTISING AND PROMOTIONS**

- 7.1 The Customer must not use the FFC logo or any other FFC intellectual property for any purpose including, but not limited to trade promotions, giveaways, competitions, auctions raffles or prizes without the prior written consent of FFC, such consent to be granted in FFC's absolute discretion.
- 7.2 Any promotional items using the FFC logo or other FFC intellectual property that the Customer wishes to provide to its Guests will not be permitted unless FFC provides its prior written consent, such consent to be granted in FFC's absolute discretion.
- 7.3 No advertising or promotion by a Customer or Guest will be permitted within Optus Stadium or the Venue, as applicable, without the prior written consent of FFC, such consent to be granted in FFC's absolute discretion.
- 7.4 By booking and/or attending a Hospitality Facility (at a Match) or a Venue (at an Event), the Customer acknowledges and agrees that any photographs, film recordings, sound recordings and other material may be captured by FFC for the purpose of marketing and promotional activities. All attendees waive the right to approve and receive any financial benefit for such material.

8. **HOSPITALITY CONDUCT**

- 8.1 The Customer shall be responsible for the conduct of its Guests at all times.
- 8.2 The Customer acknowledges and agrees that dress codes are maintained for Events and in the Hospitality Facilities. Details of the applicable dress code will be included on the Hospitality Tickets and / or Event information provided to the Customer. The Customer agrees to take full responsibility for ensuring that its Guests meet the applicable dress code.
- 8.3 FFC reserves the right to refuse entry to Guests who don't adhere to the applicable dress code.
- 8.4 The Customer acknowledges and agrees that minimum age restrictions are maintained for Hospitality Facilities and Events, with any such details to be included on the Hospitality Tickets and / or Event information provided to the Customer. The Customer agrees to take full responsibility for ensuring that its Guests meet the applicable age restrictions and FFC reserves the right to refuse entry to any Guests who are not of the minimum age specified. For the avoidance of doubt, the Customer acknowledges and agrees that FFC dining functions at Optus Stadium are strictly 18+ and such dining functions include, but are not limited to, the Fremantle Dockers President's Suite, Inside 50, Pirate Life Pavilion, FFC Derby Club and any other such dining functions specified or established by FFC from time to time.
- 8.5 The Customer will not, and will procure that all Guests do not, engage in any conduct (whether through the use of language, gestures or otherwise) which is likely to offend, insult, humiliate, intimidate, threaten, disparage or vilify any other person (including any player, match official, other official or other patron) on the basis of their race, religion, gender, culture, colour, sexual orientation, descent or national or ethnic origin. If a Customer or Guest fails to comply with this condition, the person may be:
- (a) refused admission to, or evicted from, the Hospitality Facility or the Venue without refund or compensation; and
 - (b) required to deliver up any and all Hospitality Tickets in their possession, in each case, in FFC's absolute discretion.



- 8.6 The Customer acknowledges and agrees that a failure to comply with Clause 8.5 may result in the imposition of additional sanctions (such as being banned from the Hospitality Facility or the Venue (as applicable) in the future) and possible further action including criminal prosecution.
- 8.7 The Customer acknowledges and agrees that all unauthorised persons are prohibited from entering the playing area at Optus Stadium at all times and further agrees to procure that their Guests comply with this Clause 8.7.
- 8.8 The Customer acknowledges and agrees that, pursuant to any Applicable Law, FFC may (or may procure that third parties):
- (a) terminate liquor service at the Hospitality Facility or the Venue at a certain hour, or at a certain time after completion of the Match or the Event on any specific day;
 - (b) require all Guests to vacate the premises within a certain time after completion of the Match or the Event on a specific date;
 - (c) terminate liquor service at the Hospitality Facility or the Venue and require the vacation of the Hospitality Facility or the Venue at an earlier time where it is reasonable to do so;
 - (d) remove intoxicated and/or disruptive persons (including the Guests) from the Hospitality Facility, Optus Stadium, and/or the Venue as applicable (including persons causing the Customer to breach these Terms and Conditions); and
 - (e) refuse to serve liquor to any person (including a Guest) under the age of 18 or a person that is otherwise intoxicated (in FFC's absolute discretion).
- 8.9 The Customer acknowledges and agrees that neither the Customer nor any Guests are permitted to bring their own food or drink into the Hospitality Facility or the Venue (as applicable) and agrees to procure that its Guests comply with this Clause 8.9.
- 8.10 Failure to act in accordance with this Clause 8 may result in immediate suspension or cancellation of the Hospitality Package at the FFC's discretion
- 8.11 Any Hospitality Package cancellation from failure to comply with this clause 8 will not be eligible for any form of refund under these circumstances.

9. TERMINATION AND EXPIRATION

- 9.1 Subject to clause 8.11, FFC may terminate the agreement with the Customer under these Terms and Conditions (including by refusing entry to a Customer and Guests to the Hospitality Facility, Optus Stadium (generally) or the Venue, or by removing the Customer and the Guest(s) from the Hospitality Facility, Optus Stadium (generally) or the Venue) immediately if there is a material breach of these Terms and Conditions by the Customer or its Guests. If this occurs, the Customer will be entitled to a partial refund. This partial refund will be a pro rata refund reflective of the number of Matches the Customer attended, relative to the number of matches in the Hospitality Package.
- 9.2 Termination or expiration of the agreement with the Customer under these Terms and Conditions will not affect the rights or obligations of the parties which have accrued up to the date of expiry or termination or any other rights and obligations, which under these Terms and Conditions, are expressed to survive or are capable of surviving such expiry or termination.

10. PRIVACY



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- 10.1 Your privacy is important to us. FFC may collect the personal information of Customers and/or Guests in order to perform its obligations under these Terms and Conditions and otherwise provide membership or Hospitality Package services and benefits.
- 10.2 Unless such persons advise otherwise, the Customer consents to, and consents on behalf of Guests to, receiving future promotional and marketing material from FFC, including via electronic messages.
- 10.3 FFC will use, disclose, manage and protect all personal information in accordance with FFC's Privacy Policy, which can be found [here](#).

11. GENERAL

- 11.1 These Terms and Conditions set out the entire understanding between FFC and the Customer in respect of the subject matter of the agreement under these Terms and Conditions.
- 11.2 A singular word includes the plural and vice versa.
- 11.3 If the whole or any part of a provision of these Terms and Conditions is void, unenforceable or illegal in a jurisdiction it is severed for that jurisdiction. The remainder of these Terms and Conditions has full force and effect and the validity or enforceability of that provision in any other jurisdiction is not affected.
- 11.4 Any issues regarding dispute or interpretation of these Terms and Conditions must be resolved in accordance with the laws of the State of Western Australia and the parties submit to the non-exclusive jurisdiction of the courts of Western Australia.



FREMANTLE FOOTBALL CLUB ADVERTISING | TERMS AND CONDITIONS

The following terms and conditions are only applicable where an Advertising Campaign has been purchased via the Booking Form:

1. DEFINITIONS

In these Terms and Conditions:

- (a) **'Advertiser'** means the advertiser specified in the Booking Form.
- (b) **'Advertising Campaign'** means the advertising campaign requested by the Client and as documented on the Booking Form, which includes a start date, end date and the number of FFC games the advertising campaign will run for.
- (c) **'Advertising Materials'** means campaign advertising material in such media or formats required for the Advertising Campaign, and includes without limitation digital files, LED graphic design, printed advertising material and any product samples.
- (d) **'Agreement'** means the contract formed when FFC accepts a Booking Form and will include any subsequent documentation issued by FFC containing details of the Advertising Campaign and advertising and other services to be provided by FFC, of which these Terms form part.
- (e) **'Applicable Law'** means the law (including consumer protection legislation) applying in the state or territory (as applicable) in which FFC AFL games take place.
- (f) **'Booking Form'** means the advertising booking form completed by the Client and submitted to FFC online, in person or via email.
- (g) **'Client'** means the person or company specified as the client on the Booking Form.
- (h) **'Confidential Information'** includes without limiting its ordinary meaning, information, whether oral, written or recorded electronically and including all copies or extracts, known to the Client or in the Client's possession or control, relating to the affairs, transactions, customers or business of FFC, including the existence or terms of the Agreement and the price or pricing offered by FFC.
- (i) **'Optus Stadium'** means the physical structure located on the Burswood Peninsula where FFC home matches are played.
- (j) **'Terms'** means these terms and conditions, which contain the agreement between the Customer and FFC described in Clause 2 and the Booking Form.

2. GENERAL AND FORMATION OF CONTRACT

- 2.1 These Terms govern the purchase by the Client of the Advertising Campaign and for the avoidance of doubt, applies to the purchase and supply of services by FFC to the Client.
- 2.2 These Terms prevails over any other terms and conditions, quotations, estimates, proposals or any other documents issued, supplied or referred to by or on behalf of FFC, unless FFC has expressly agreed in writing to the incorporation of such other terms.
- 2.3 These Terms apply to:
 - (a) LED or digital advertising (including scoreboard and IPTV) booked through FFC at Optus Stadium during FFC matches;



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- (b) fixed static advertising booked through FFC at Optus Stadium during FFC matches; and
 - (c) online advertising that is displayed on the FFC website or via social media channels.
- 2.4 By completing a Booking Form, the Client accepts and agrees to be bound by these Terms in full.
- 2.5 These Terms incorporate and are subject to the AFL Commercial Operations Guidelines and the AFLW Commercial Operations Guidelines.
- 3. **ADVERTISING CAMPAIGNS**
- 3.1 The specific details of the Advertising Campaign are as set out in the Booking Form (submitted to FFC and attached as a schedule to these Terms).
- 3.2 The details of any additional advertising campaigns will be set out in separate terms, advertising orders or Booking Forms.
- 4. **PAYMENT, CHARGES AND COSTS**
- 4.1 The total price of the Advertising Campaign (**Full Payment**) must be paid by the Client either:
 - (d) via bank transfer up front in full within 30 days of Agreement; or
 - (e) via bank transfer in two equal instalments, one instalment due 30 days from the Agreement and the second instalment due 60 days from the date of the Agreement; or
 - (f) via credit card with Full Payment being deducted within 30 days of Agreement; or
 - (g) via credit card in two equal instalments, one instalment being deducted within 30 days of Agreement and the second instalment due 60 days from the date of the Agreement.
- 4.2 Subject to this Clause 4, the consumer guarantees in the Australian Consumer Law, and the Cancellation, Default or Termination section below, Advertising Campaigns are non-refundable.
- 4.3 FFC advises, and the Customer acknowledges:
 - (a) it is your responsibility to ensure that there are sufficient clear funds available in your bank or credit card account to allow a payment to be made in accordance with the debit request.
 - (b) If there is insufficient clear funds in your bank or credit card account to meet the payment, you must arrange for the payment to be made by another method or arrange for sufficient clear funds to be in your account by an agreed time to enable FFC to process the payment.
- 4.4 Payment via MasterCard or Visa will incur a 1% surcharge. Payment by Amex will incur a 3% surcharge.
- 4.5 All costs associated with design, artwork and preparation of Advertising Material for the Advertising Campaign will be payable by the Client or charged to its account.
- 4.6 Where the Client has indicated that any costs associated with production, installation or display of the Advertising Campaign should be charged directly to a third party, the Client remains responsible for the costs until such time as they are paid in full by that third party.



4.7 Where the Client is acting as an agent for the Advertiser, the Client and the Advertiser will be jointly and severally liable for payment of all money due under this Agreement and a reference to the Advertiser in relation to payment will include a reference to the Client. The Client warrants to FFC that the Client has executed this Agreement on behalf of the Advertiser as agent for the Advertiser and with the Advertiser's authority.

5. PROVISION OF ARTWORK BY CLIENT

5.1 The Client will provide all material and artwork that are required for display as part of the Advertising Campaign.

5.2 All changes to Advertising Materials made by the Client must be in writing to FFC and must be received prior to the lead-time deadline prior to the commencement of the Advertising Campaign.

5.3 The Client is required to physically proof its own materials artwork before submission to FFC. FFC accepts no responsibility for any errors in print or the electronic image quality resulting from poor artwork or photography. If physical proofs are required, an additional charge will apply. All graphics will be printed and displayed as per the format provided by the Client.

5.4 If the Client uses third parties to serve the advertisement, the Client will be responsible for such third parties' compliance with these Terms.

6. APPROVAL OR REMOVAL OF ADVERTISING MATERIAL

6.1 The Client acknowledges that certain Advertising Material may be sensitive or controversial and that third parties including landowners may have an interest in or be affected by the display of certain advertising content. FFC may at its absolute, and at any time, refuse to accept or display any material, remove Advertising Material from public display, terminate these Terms without liability or take any other action where:

- (a) approvals are withdrawn by any relevant party for the use of all or any site locations where the Advertising Material is to be displayed (principally Optus Stadium);
- (b) a relevant authority (including any regulator), the Client, or any owner, controller, lessee or licensor of the site locations requires;
- (c) the Advertising Campaign is deemed in the reasonable opinion of any credible advertising industry body, FFC or site location owner, not to be in keeping with the prevailing community standards or otherwise inappropriate for display.

7. ADVERTISING MATERIALS TO COMPLY WITH APPLICABLE LAW AND CODES

7.1 The Client warrants that always throughout the Advertising Campaign:

- (a) Advertising Materials must not be and FFC may remove any advertisement that any regulator or Government Authority determines or expresses an opinion to be:
 - (i) illegal;
 - (ii) contrary to any Laws or applicable AANA Codes of Practice;
 - (iii) contrary to any applicable industry codes including codes administered by a Regulator;
 - (iv) contrary to the requirements, decisions or directions of relevant Regulators;



- (v) false, misleading or deceptive or likely to mislead or deceive;
- (vi) indecent, obscene, threatening, discriminatory or defamatory.
- (b) The Advertising Materials and any related material provided to FFC do not infringe the intellectual property or other rights of any person and the Client has obtained all required consents and approvals to use the proposed advertising material as contemplated by the Terms.

8. CANCELLATION, DEFAULT OR TERMINATION

8.1 The *Competition and Consumer Act 2010* (Cth), including the Australian Consumer Law, and other laws provide for certain conditions, consumer guarantees and rights which cannot be excluded, restricted, modified or limited. Nothing in this clause excludes, restricts, modifies or limits the operation of these consumer guarantees and rights.

8.2 The FFC will be entitled to, acting reasonably, and by giving reasonable notice, cancel all or any part of the Agreement which remains unfulfilled or terminate the Agreement if:

- (a) an amount payable by the Client to FFC is overdue by more than 7 days; or
- (b) the Client breaches any other term of the Agreement and either:
 - a. that breach is not capable of being remedied; or
 - b. if capable of being remedied, the Client has not remedied that breach within 7 days of being notified of that breach by the FFC

in which case the Client will be entitled to a refund of any amounts paid to FFC for services that have not yet been supplied by FFC, less any costs that FFC has reasonably incurred in preparation of supplying services to the Client that have not yet been supplied.

8.3 In addition to those rights, the Client may cancel or terminate the Agreement:

- (a) at any time up to the date that is 28 days prior to the commencement of the Advertising Campaign; or
- (b) the FFC breaches any term of the Agreement, and that breach is not capable of being remedied, or FFC has not remedied that breach within 7 days of being notified by the Client,

in which case the Client will be entitled to a refund of any amounts paid to FFC for services that have not yet been supplied by FFC, less any costs that FFC has reasonably incurred in preparation for supplying services to the Client that have not yet been supplied.

8.4 Otherwise, a Client can cancel an Advertising Campaign at any time for any reason. In this case, subject to the consumer guarantees, no refund of any amounts paid will be provided. Any rescheduling date of the Advertising Campaign is at the discretion of FFC (acting reasonably) and is subject to availability based on other advertising campaigns being run by FFC.

8.5 All cancellation notices or requests must be made in writing.

8.6 Refunds take seven (7) to fourteen (14) days to be processed and will be returned in the manner in which the Client paid.

9. INSURANCE



- 9.1 The Client must maintain:
- (a) public and product liability insurance in respect of liability under this Agreement for an amount of not less than A\$10 million for any one occurrence (in aggregate in respect of products liability), and including coverage against liability for the death of or injury to any person or loss of, destruction of or damage to property due to or arising out of occurrence happening in connection with the Advertising Campaigns;
 - (b) worker's compensation insurance as required by law.

9.2 These insurances must be maintained with a reputable Australian insurer and the Client must provide evidence of such insurances by way of a certificate of currency to FFC within 7 business days of such request being made.

10. OWNERSHIP OF ADVERTISING MATERIALS

10.1 The title in the Advertising Materials remains with the Client, however, the Client agrees:

- (a) FFC has the right to do all things with the Advertising Materials to perform its obligations under these Terms; and
- (b) FFC has no liability to the Client for loss or damage caused to the Advertising Materials, including during design and display.

11. CONFIDENTIALITY AND PUBLICITY

11.1 The Client must not use or disclose or otherwise make available any Confidential Information to any other person except where required by law, or where essential for the purposes of performing this Agreement and then only with FFC's prior written consent.

11.2 The Client will not disclose fees or how the price charged by FFC under the Agreement is calculated.

12. PRIVACY

12.1 Personal information collected by FFC is used, stored and disclosed in accordance with FFC's Privacy Policy, which can be found [here](#).

12.2 The Client must comply with all applicable privacy laws, including without limitation that all necessary disclosures and consents have been made and obtained in relation to any personal information collected, used or disclosed as part of any Advertising Campaign, whether or not such information comes in FFC's possession or control.

13. DISPUTE RESOLUTION

13.1 In the event that a dispute arises under or in connection with the Agreement:

- (a) the parties shall first seek to negotiate a resolution in good faith for a period of fourteen (14) days from the date that the dispute is first notified by one party to the other;
- (b) if the parties cannot resolve the dispute pursuant to clause 14.1(a), the parties' CEOs must meet in good faith within a further two (2) days to attempt to resolve the dispute; and
- (c) if the parties cannot resolve the dispute pursuant to clause 14.1(b), they may commence proceedings or take other legal action.



FREMANTLE DOCKERS

14. GENERAL

- 14.1 These Terms set out the entire understanding between FFC and the Client in respect of the subject matter of these Terms.
- 14.2 Any issues regarding dispute or interpretation of these Terms and Conditions must be resolved in accordance with the laws of the State of Western Australia and all Clients are bound by the non-exclusive jurisdiction of the courts of Western Australia.
- 14.3 Any notice required to be given under this Agreement by any party to another shall be in writing addressed to the intended recipient at the address last notified by the intended recipient to the party giving the notice.
- 14.4 No amendment or variation of, or waiver of a right created under, this Agreement is valid or binding on a party unless made in writing and executed by the parties to this Agreement.
- 14.5 The Client may not assign or novate its interest in this Agreement, except with the prior written consent of FFC (such consent not to be unreasonably withheld).