NORWOOD BASKETBALL CLUB SPONSORSHIP TERMS & CONDITIONS

Operative Terms

1. These terms apply to the agreement between NBC and the Sponsor named in the **"**Sponsorship Agreement**"** (**"**the Agreement**"**).

Performance

2. **Performance of NBC's obligations is to commence on the latter date signed on the "Sponsorship Agreement", and end after the Years expiry as agreed or upon termination in accordance with these terms (whichever is earlier) ("the Term").**

3. **During the Term, NBC will provide those activities as set out in the Sponsorship Packages ("the Package").**

4. **The Sponsor must provide to NBC any materials to be displayed or published by NBC under the Package no later than 14 days prior to the Commencement Date, or as agreed upon with NBC, and in a form or format as required by NBC.**

5. **The Sponsor permits NBC to alter materials provided to NBC by the Sponsor as may be reasonably necessary for NBC to be able to perform its obligations under this agreement (including but not limited to re-sizing, cropping, compressing or enhancing images or materials).**

Payment

6. The Sponsor will pay NBC for its performance of the Package in accordance with the outlined costs set out in the Sponsorship Packages, or as otherwise agreed upon with NBC ("the Sponsorship Payment"). Payment provisions may (but not necessarily will) include deposits and / or upfront payments and / or instalment payments.

7. NBC shall issue a valid tax invoice for payment of the Sponsorship Payment (or any part thereof). Sponsorship Payment is due and payable on the dates as set out in the Agreement, and where no date is specified then within 14 days of receipt of invoice.

8. Subject to provision of a valid tax invoice, where any payment is required at or prior to the Commencement Date (whether as a deposit, upfront payment, or instalment payment), NBC is not obliged to commence performance of the Package until that payment is received in clear funds; and where any payment is required during the Term (whether as an instalment or any other type of payment), NBC is entitled to suspend its performance of the Package until that payment is received in clear funds; and in either case of delay in commencement, or suspension of performance of the Package due to late payment no extension to the End Date shall be granted and no reduction in the sum(s) payable shall apply.

9. Unless expressly stated otherwise, any amount payable under this agreement is expressed in an amount exclusive of GST; and NBC may, in addition to any amount or consideration expressed as payable in respect of any supply under this agreement, recover from the Sponsor an additional amount on account of GST (at the rate at which GST is imposed at that time), and the Sponsor shall pay to or reimburse to NBC or to a third party (as the case may be), any additional amount on account of any GST that is or was incurred, paid or payable in respect of that supply.

Use of Materials

10. The Sponsor grants to NBC all necessary licences required for NBC to use, display or publish any material provided by the Sponsor.

11. NBC reserves the right to refuse to use, display or publish any material it reasonably deems to be inappropriate, offensive, or in breach of any law or any person or entity's private rights (including but not limited to intellectual property and moral rights), or which may bring NBC into disrepute.

12. The Sponsor warrants that it has and will maintain all necessary licences, consents, authorisations and rights to all material provided by it to NBC, and that none of the material to be used, displayed or published in any way under the Package shall be in breach of any law or cause any infringement of any private rights (including but not limited to intellectual property and moral rights) of any other person or entity, and the Sponsor fully indemnifies NBC in relation to any claims, expenses, damages, costs, or any other loss caused to or incurred by NBC due to any breach of this warranty.

13. Where NBC provides any material to the Sponsor for the Sponsor's use, display or publication, the Sponsor is licensed to use that material strictly for the purposes permitted by NBC (at the time of provision and as may be indicated from time to time), and any such material provided remains at all times the intellectual property of NBC and no further assignment of rights is given.

Termination

14. NBC may immediately terminate this agreement (with no notice or further notice):

    a. if any payment due under this agreement is overdue by a period of 14 days (and no notice to remedy default is required);

    b. if NBC reasonably believes that performance of the Package may be in breach of any law or cause any infringement of any private rights (including but not limited to intellectual property and moral rights) of any other person or entity, or otherwise may bring NBC into disrepute.

    c. if there is a change in circumstances such that NBC in its reasonable opinion is no longer able to provide the benefits of this agreement consistently with the terms of the Package (including but not limited to cancellation of a playing season or withdrawal from any competition).

15. Upon termination, each party will immediately cease to use, display or publish any material provided to the other under this agreement; and will immediately return to the other party all original materials and delete or destroy any copies of materials provided to the other under this agreement that are in their respective possession at the time of termination.

16. In the event of termination:

    a. the Sponsor shall remain liable in debt for any amounts paid or payable to the date of termination but adjusted on a daily pro-rata basis, and NBC may recover any remaining outstanding amounts so owing as may be necessary;

    b. if that termination is under clauses 14(c) herein then NBC shall within 28 days of demand refund to the Sponsor a balance of any funds received by NBC and attributable to performance that would have occurred after the termination date, calculated on a daily pro rata basis; and

    c. any other liability or claim arising before termination is neither extinguished nor otherwise affected by the termination.

Releases

17. The Sponsor acknowledges and agrees that unless otherwise agreed as part of the Package, during the Term NBC may enter substantially similar sponsorship agreements with other parties including parties that may offer similar or the same goods or services as the Sponsor.

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18. NBC does not warrant or guarantee that its performance of the Package will cause or contribute to either directly or indirectly any increase to the profile or profitability of the Sponsor, and the Sponsor releases NBC, and NBC accepts no liability, in respect of the same.

19. The Sponsor acknowledges and agrees that NBC's circumstances at the time of entry to this agreement are subject to change (including but not limited to such factors as numbers of members, players, teams, games, competitions, and locations) and NBC makes no guarantee regarding, and its performance is not subject to, and it has no liability for and is released by the Sponsor in relation to, any maintenance or change in those circumstances.

Confidentiality

20. The parties agree that the terms and substance of this agreement, including but not limited to the commercial terms of the Package and Sponsorship Payment, shall be confidential and shall not be disclosed to any other person under any circumstance whatsoever without the written consent of the party hereto first had and obtained, except for any disclosure as may be required by law, to their legal representatives, their accountants, and the Australian Taxation Office.

Miscellaneous

21. The parties mutually acknowledge and agree that this agreement constitutes the entire agreement between the parties as to its subject matter and supersedes all prior written or oral negotiations agreements and understandings between the parties, which have ceased to be legally effective from the date when the parties entered into this agreement.

22. The parties are not bound by any warranty, representation, collateral agreement, or implied term, under the general law or imposed by legislation, unless such warranty, representation, collateral agreement, or implied term is contained in this agreement; or it is an implied warranty or term imposed by statute which is mandatory and cannot be excluded by the parties' agreement.

23. No amendment of, addition to, or waiver of, of any of the provisions of this agreement including as to the terms of the Package or the Sponsorship Payment shall be binding or effective unless it is in writing and signed by the parties to this agreement. No waiver of any breach shall be deemed to be a waiver of any other subsequent breach.

24. Nothing contained in this agreement shall be construed as implying that the relationship between the parties hereto is that of partners, joint venturers, agents, or employer and employee.

25. This agreement is governed and construed in accordance with the law of the jurisdiction in the State of South Australia. Each party irrevocably submits to the jurisdiction of the courts situated in that State.

Dispute Resolution

26. Subject to clause 30, and except to the extent that urgent interlocutory relief is sought, a party must not commence legal proceedings in relation to a dispute in relation to this agreement and its performance ("Dispute") unless that party has complied with the procedure for resolving the herein clauses 26 to 30.

27. If a Dispute arises then either party may issue a formal written notice to the other party ("Dispute Notice"). A Dispute Notice must expressly state that it is a notice under these clauses; set out reasonable particulars of the Dispute, including the facts and circumstances on which the party issuing the notice intends to rely; and specify the remedy sought.

28. The parties must ensure senior representatives (one from each party) confer with each other in person, by phone or video conference within 10 business days after receipt of a Dispute Notice (or such later date as the parties agree in writing) and, acting in good faith, seek to resolve the Dispute. Each party must ensure that its senior representative has authority to resolve the Dispute.

29. If a Dispute is not wholly resolved within 20 business days after date of receipt of the Dispute Notice (or such later date as the parties agree in writing), either party may commence legal proceedings to resolve the Dispute.

30. These dispute resolution provisions do not apply to any action commenced by NBC for the recovery of any portion of the Sponsorship Payment due and payable to NBC.

Interpretation

31. In this agreement, unless the context otherwise requires:

    a. a reference to this agreement or any other instrument is a reference to this agreement or that instrument as amended, varied, novated, or substituted from time to time;

    b. a reference to any legislation or to any provision of any legislation includes all legislation, regulations and instruments issued under such legislation or provision and any modification, consolidation, amendment, re-enactment or replacement of such legislation or provision;

    c. a word importing the singular includes the plural and vice versa; a word importing a gender includes each other gender; and words denoting individuals include corporation, firms, authorities, unincorporated associations, and instrumentalities;

    d. a reference to a party to this agreement or any other instrument includes that party's executors, administrators, successors and permitted assigns;

    e. if any time limit pursuant to this Deed falls on a day which is not a business day, then that time limit shall be deemed to have expired at the same time on the next business day;

    f. where a word or phrase is given a defined meaning in this agreement, any other part of speech or other grammatical form in respect of such word or phrase shall have a corresponding meaning;

    g. any heading, index or table of contents used in this agreement is for convenience only and shall not affect the interpretation of this agreement;

    h. no rule of construction applies to the disadvantage of a party because that party was responsible for the preparation of this agreement or any part of it.

32. In this Agreement, unless the context otherwise requires:

Business Day means a day on which banks are open for trading in Adelaide, South Australia.

GST means goods and services tax payable under the GST Law and an expression used in this Agreement in relation to GST will have the meaning used in or attributed to that expression by the A New Tax System (Goods and Services Tax) Act 1999 (Cth).

Party means a party to this deed.