



sponsor-ed Group Agreement

Program Intent

The **sponsor-ed Group** (sponsor-ed Group Pty Ltd ABN 99 132 289 895) seeks additional schools clubs and community based organisations in order to grow it's online network

Schools, clubs and community based organisations (and other such organisations) that utilise **sponsor-ed's** website hosting capability will be referred to as members throughout this document.

Members join the **sponsor-ed** program understanding that the free website can only be sustained if the **sponsor-ed** group can generate advertising revenue to fund the program's operating costs and beyond.

Advertising revenue is raised by charging organisations for a presence on a member's website.

The ability to generate sufficient advertising revenue is largely contingent on website usage as well as the size of the web network.

sponsor-ed seeks the ongoing support from members to remain with the program, help to spread the word about **sponsor-ed** and to engage their community to use the website often. The high level community engagement and consequent increased web visits will motivate advertisers to see value in representing their brands in the medium.

1. Definitions:

- A **page view** is counted every time a web page is opened on the members' website where an advertisement has been displayed.
- **Number of households** will be estimated to be 70% of the total number of enrolled students or members.
- **Website editor** is someone that has approved editing access to the members site and has participated in a sponsor-ed approved website workshop.

Below are the details of the **sponsor-ed** expectations and agreement details.

2. Terms of the Agreement:

- Members remain with the program for a minimum of 3 years from the date of signing of this agreement.
- 6 months written notice is required to exit the program.
- If wishing to exit the program within the first 18 months of signing the agreement **sponsor-ed** may elect to impose an exit fee of \$1250(ex gst)
- Should members wish to leave the program, the **sponsor-ed** web design cannot remain with the member. This is a function largely of hosting compatibility. Members need to make arrangements to save their 'old' site's design so it may be re-instated should they leave the **sponsor-ed** program.
- This agreement will automatically extend for a further three years at the completion of this agreement unless notified otherwise. Once a new 3 year time frame has commenced 6 months written notice will be required to exit the program. No exit fees will apply to a subsequent agreement.

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Please initial



3. Advertising:

- **sponsor-ed** will source advertisers in accordance with our code of ethics available on our website (www.sponsor-ed.com.au)
- **sponsor-ed** websites currently support up to 7 display advertising placement and it is expected that the member will use best endeavors to ensure a minimum presence of 3 displays ads at all times.
- Display advertising is subject to considered ethical approvals by the member and in accordance with **sponsor-ed** code of ethics.
- **sponsor-ed** will negotiate terms with advertisers. In the event that a member elects to opt out of a specific advertising campaign as a result of a conflict of interest with member policy or not considered member friendly, **sponsor-ed** can be notified of the decision by emailing info@sponsor-ed.com.au with the member's decision.
- Whilst the member has full rights to reject advertising on the website any decision to reject specific advertising must be reasonable and relate to a specific conflict with a local member supporter or member policy.
- **sponsor-ed** requires the advertising to support the commercial aspects of providing members with a free website.

4. Home page rights:

- **sponsor-ed** will actively source ethical and appropriate display advertisers for member's websites.
- Negotiation of advertising on member's websites is the sole and exclusive right of **sponsor-ed**.
- If Members receive advertising enquiries for placement in the right hand column of each page these enquiries are to be passed directly to **sponsor-ed**.
- Advertisers can be acknowledged on the home page in text format only but cannot have their logo represented. A common device used by many members is to create a local sponsors page on the website.

5. Secondary & Tertiary Pages:

- Members can source their own advertisers on their site under their own terms but must be conscious that they may dilute the benefit of **sponsor-ed** if the value to advertisers appears similar.
- Advertisers found by members can be represented on the website as follows:-
 - Logoed representation can occur on pages other than the home page

6. Member Revenue Stream Opportunities

- **sponsor-ed** will source and offer members from time to time with revenue raising opportunities, other than advertising, enabling the utilization of the website for the purpose of revenue raising.
- These opportunities will be offered to the member at which time the member may or may not choose to participate.
- In the event revenue has been earned members will be required, upon notification from **sponsor-ed** to invoice **sponsor-ed** the amount due to the Member. This is to comply with Australian Taxation Laws.
- Amounts will be calculated and paid quarterly.
- In the event a quarterly calculation is less than \$50 the amount will be held over until a minimum of \$50 has been achieved.



10. Warranties & Guarantees:

- Members own their URL and all content on the site.
- The **sponsor-ed** Group accepts no liability for, nor does it warrant the performance of, an advertiser’s products, services or governance.
- Subject to the paragraph below, neither **sponsor-ed** nor any of its employees or agents will in any circumstances be liable to the member in contract, tort (including negligence, nuisance or breach of statutory duty), or otherwise for loss (whether direct or indirect) of profits, business or revenue or for any indirect or consequential loss whatever arising out of or by reason of or in connection with this Agreement.
- To the fullest extent permitted by law and to the extent that any liability cannot be excluded, the liability of **sponsor-ed** for any breach of a condition, warranty or term implied by law, relating to the subject matter of this agreement (whether based on breach of contract, tort (including negligence), pursuant to indemnification, under statute, in equity or otherwise) is limited to the supplying of the goods or services again.
- Web hosting charges are free for typical web site usage. Average usage has been budgeted at 4000 page views per day and an increasing 25Mb storage per month; in other words after 10 months, 250mb of storage is available.
- Excessive use of video or the creation of a large number of digital portfolios is beyond the scope of the **sponsor-ed** free hosting arrangement.
 - **sponsor-ed** can provide a competitively priced hosting solution to ensure members’ needs are catered for with the one provider.
- **sponsor-ed**, during the workup of the new website will provide up to 4 options of a Masthead (banner) to choose from. Beyond 4 will be quoted and charged at standard Web development hourly rates.

11. General:

- **sponsor-ed** provides a core set of applications defined as the Standard Service. The Standard Service components are available for review at www.sponsor-ed.com.au . Additional applications developed and provided beyond the Standard Service may attract a charge which will be discussed with the partner when such application is requested or implemented.
- This agreement is governed by the laws of the State of Victoria.

I, _____ Of _____

Principal’s name or delegate **Please print**

Member Organisation Name: **Please Print**

Accept the terms and conditions of the above agreement on behalf of the member named above.

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 Sign Date

Contact Phone n number for Member:

Member’s address:

Send completed and signed agreement to **sponsor-ed** at:

Fax to 03 8610 8388 **OR** Mail to: sponsor-ed 700 Collins St Docklands, 3001 Victoria