

# GYMPIE REGION BRAND TOOLKIT

## TERMS OF USE OVERVIEW

These **Terms of Use** apply to all users of the Gympie Region Brand Story's on-line asset library collectively known as the Gympie Region Story Toolkit (the "Toolkit") consisting of the following types of marketing assets: Logo's, Infographics, Presentations, Photographic images, Templates, Market Research, Audio Visual Images and Recordings and other marketing collateral. (each an "Asset" and together, the "Assets").

The Assets are free to use as long as the full Terms of Use, licence rules and usage instructions are followed:

### Usage Instructions

- The Assets must only be used for the purpose of positive promotion of the Gympie Region and/or Gympie Region products and services;
- The Assets must not be used to promote goods or services that may be considered detrimental to the Gympie Region, or that may bring the Gympie Region's reputation in to disrepute;
- The Assets must not be associated with or used to promote any of the following goods and services or any other goods and services that may reasonably be considered as controversial, anti-social or detrimental to the region:
  - Controversies and controversial material
  - Politics and Political Grandstanding
  - Anti-Social or Discriminatory Behaviours
  - Alcohol or Consumption of Alcohol
  - Cigarettes, cigarette smoking or other smoking
  - Weapons including guns, knives and other weaponry
  - Illegal or illicit drugs, drug cultivation or use
- The Assets must only be used by a registered Gympie Region business, organisation or a registered Gympie Region rate payer;
- All use of Assets must comply with the individual Asset licence rules.

## a. TERMS AND CONDITIONS OF USE OF GYMPIE REGION STORY TOOLKIT

### 1. INTRODUCTION

Gympie Region Story provides and manages the Toolkit consisting of the Assets. Gympie Region Story is willing to license the use of the Assets to you, subject to your acceptance of these Terms of Use.

Please read these Terms of Use carefully because by downloading and/or using the Assets, you will be deemed to have accepted these Terms of Use.

You acquire no rights in the Assets other than the right to use them in accordance with these Terms of Use.

### 2. LICENCE

Provided that you comply with the following terms, Gympie Region Story grants you and only authorised use of the Assets on a revocable, royalty free, non-exclusive, non-sub-licensable and non-transferable basis, subject to the following conditions:

- a. The Assets may only be used for the purpose of **positive** promotion of the Gympie Region and/or Gympie Region products and services;
- b. The Assets must not be used to promote goods or services that may be considered detrimental to Gympie Regional Council, the Gympie Region or, that may bring the Gympie Region's reputation or good standing in to disrepute;
- c. The Assets may not be associated with or used to promote any of the following goods and services or any other goods and services that may reasonably be considered as controversial, anti-social or detrimental to the regions good standing:
  - i. Controversies and controversial material
  - ii. Politics and Political Grandstanding
  - iii. Anti-Social or Discriminatory Behaviours
  - iv. Alcohol or Consumption of Alcohol
  - v. Cigarettes, cigarette smoking or other smoking
  - vi. Weapons including guns, knives and other weaponry
  - vii. Illegal or illicit drugs, drug cultivation or use
- d. The Assets must only be used by a registered Gympie Region business, organisation or a Gympie Region rate payer; and
- e. You may only use the Assets for the purposes, in the publication(s) and/or on the website(s) described by you in the Registration to Use Toolkit form.

### 3. LICENCE TERM

The licence granted under clause 2 shall be immediately terminated in accordance with the condition outlined in clause 2b – 2e and clause 10.

- a. Unless this licence is terminated by Gympie Region Story, your right to use the Assets will continue indefinitely.
- b. On termination of this licence you must stop using the Assets

### 4. USE OF THE ASSET

- a. Positive Promotion of the Region: The Assets may only be used for the purpose of **positive** promotion of the Gympie Region and/or Gympie Region products and services;
- b. No Modification: You agree that you will not use or otherwise deal with the Assets except as outlined in these Terms of Use and in the Registration to Use Toolkit form, unless you have obtained Gympie Region Story's prior written consent.

Therefore, for the avoidance of doubt, you agree that:

### 5. PERMISSIONS

- a. You acknowledge that:
  - i. Gympie Region Story may be unable to identify or obtain permissions from every individual appearing in any Asset provided and/or downloaded via the Toolkit.
  - ii. Accordingly, you acknowledge that the Gympie Region Story is not responsible for obtaining permissions from every individual appearing in any Asset provided and/or downloaded via the Toolkit and Gympie Region Story makes no warranty in respect of an individual appearing in it.

### 6. INTELLECTUAL PROPERTY

- a. You agree and acknowledge that:
  - i. Gympie Region Story (or its licensor) is, and remains, the owner of all intellectual property rights (including without limitation copyright) in the Assets and any edits or modification made to the Assets by you; and
  - ii. You will complete all documentation necessary to confirm Gympie Region Story (or its licensor's) ownership of all such intellectual property rights
  - iii. Gympie Region Story retains the right to use the Assets in any manner, at any time and in any part of the world for any purpose (including without limitation licensing other parties to use and reproduce the Assets);
  - iv. You warrant that you will not at any time take any step or make any omission that brings the reputation or good standing of the

- author of any Asset, Gympie Region Story or Gympie Region in to disrepute; and
- v. You acknowledge the author and copyright owner of the Asset, or indirect connection with use of, the Assets, if required to do by accessing the Toolkit or if asked by Gympie Region Story to do so.

## **7. WARRANTIES**

You warrant that your use of the Assets will:

- a. Positively promote the Gympie Region and/or Gympie Region products and services; and
- b. Not be defamatory or unlawful or infringe the intellectual property rights of any person.

## **8. GYMPIE REGION STORY'S LIABILITY**

- a. The Assets are provided to you on an "as is" basis. Gympie Region Story does not give any warranty or other assurance as to the accuracy, availability, completeness or fitness for any particular uprose of the Assets appearing in the Toolkit.

To the fullest extent permitted by law, Gympie Region Story disclaim all responsibility for any damages or losses (including, without limitation, financial loss, damages or loss of business, loss of profits or savings, direct and indirect or consequential damages or losses) arising in contract, tort (including negligence) or otherwise from the use of, or inability to use the Assets or from any action or decision taken as a result of using the Assets

- b. If Gympie Region Story becomes liable to you for any form of loss or damage, its liability to you arising out of all claims for loss or damage under these Terms of Use will not exceed in aggregate \$1.00 each.

## **9. INDEMNITY**

You agree to defend and indemnify Gympie Region Story against all costs, expenses, damages and liability incurred in connection with any claim against Gympie Region Story arising out of or related to:

- a. A breach by you of these Terms of Use;
- b. The Use of the Assets either alone or in combination with any other material; or
- c. Any claim by a third party related to the use of the Assets either alone or in combination with any other material.

## **10. TERMINATION**

- a. Gympie Region Story reserves the right to terminate this licence with immediate effect if it determines, at its sole discretion, in the following circumstances:
  - i. There is any breach or violation by you of these Terms of Use.
  - ii. If the licence to Gympie Region Story for any Asset terminates
- b. Gympie Region Story reserves the right terminate or suspend the licence granted under clause 2 upon 10 days' notice of for any other reason
- c. In the event that Gympie Region Story exercises its right under this clause 10, you must immediately cease using the Assets that are in your possession or control, including any Assets in the possession of any third parties authorised by you.

You must also provide a written undertaking upon request that no further copies of the Assets are, or will be used or retained by you for any reason.

## **11. ASSIGNMENT**

You may not assign, transfer or sub-licence the right or obligations whether in whole or in part, granted to you by these Terms of Use without Gympie Region Story's prior written consent.

## **12. RELATIONSHIP**

These Terms of Use shall not constitute or be construed as constituting a relationship where either party is an employer, employee, agent, partner or joint venturer of the other party.

## **13. ENTIRE AGREEMENT**

These Terms of Use, together with the Registration to Use Toolkit form, constitute the entire agreement between you and Gympie Region Story and supersedes and extinguishes all prior agreements and understandings between the parties relating to the Assets.

## **14. AUSTRALIAN LAW**

The Assets are protected under copyright and other laws of Australia, international conventions and similar laws abroad. Copyright and other intellectual property rights in the Assets is owned or controlled by Gympie Region Story or its licensors.

## **15. AMENDMENTS**

These Terms of Use may be modified from time to time by Gympie Region Story and will be governed and interpreted in accordance with the laws of Australia.