

# AUSSIE TRAVEL CODE

## TERMS & CONDITIONS

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Thank you for agreeing to be a supporter of Aussie Travel Code. Aussie Travel Code (ATC) is a sustainable tourism campaign established and operated by Tourism Marketing Committee – Flinders Ranges and Outback Incorporated (FRO) to raise awareness among travellers on how to reduce their impact when travelling in specific regional areas in Australia.

The following terms and conditions apply to any persons, companies, businesses, organisations, associations or other entities registered with ATC (ATC Partners).

ATC Partners will be given access to a private portal to access materials to promote the sustainable tourism message of Aussie Travel Code (the **Aussie Travel Code Partner Portal** or **ATC Partner Portal**). These materials include: the ATC trade marks, logos, taglines, messaging, signage, templates, forms, order forms, brand style guides and brand usage guidelines and other materials as identified in the ATC Partner Portal and as may be updated from time to time (collectively the **Aussie Travel Code Materials** or **ATC Materials**). Your correct use of the ATM Materials is important to the success of the ATC campaign and we welcome your feedback.

By using the ATC Materials you agree to be bound by these terms and conditions. These terms and conditions, along with any relevant policies referred to in these terms and conditions, set out how to correctly use the Aussie Travel Code Materials to maintain the integrity of our messaging.

## **Amendments**

We engage in ongoing review and improvement of the Aussie Travel Code Materials which may mean that we will need to modify these terms and conditions. Any amendments will be notified to you by sending the modified terms and conditions to you at the contact information you have provided or by posting the modified terms and conditions on the ATC website at [aussietravelcode.com.au/legal/terms-brand](https://aussietravelcode.com.au/legal/terms-brand).

## **Intellectual property**

The Aussie Travel Code Materials is the intellectual property of the Tourism Marketing Committee – Flinders Ranges and Outback Incorporated (FRO) and is protected by trade mark rights and copyright. All intellectual property rights in respect of the Aussie Travel Code and the ATC Materials remain the property of FRO.

By having access to the ATC Partner Portal, you are granted a non-exclusive, revocable license to use the ATC Materials.

### Logo Use

The ATC Logos (identified in the ATC Partner Portal) are a way to promote the message of Aussie Travel Code to travellers. You are granted a non-exclusive, revocable license to use the ATC Logos and trade marks identified in the ATC Partner Portal for the term of your license. No right is granted to you to sub-license the ATC Logos, trade marks or any other intellectual property right of FRO.

You agree to:

1. only use the trade marks and ATC Logos in the form provided in the ATC Partner Portal and in accordance with the brand style guide and usage guidelines. Proper use of the ATC Logos and trade marks is important to maintain the consistency and integrity of the Aussie Travel Code messaging;
2. revise any use of the trade marks and ATC Logos which is not approved by FRO or is not in accordance with the ATC brand style guide and usage guidelines;
3. use the ATC Logos and trade marks solely in the conduct of promoting the Aussie Travel Code messaging;
4. use your best endeavours in promoting the Aussie Travel Code messaging; and
5. not act in a manner which prejudices or harms, or may prejudice or harm, the goodwill or reputation of the Aussie Travel Code campaign or FRO or is otherwise not in alignment with the Aussie Travel Code messaging.

No right is granted to you to use the name AUSSIE TRAVEL CODE or the acronym ATC as part of any trade name, business name, company name or domain name.

### Copyright

FRO may provide you with printed and electronic marketing materials, templates, forms, signage and audio and video materials to use to promote the Aussie Travel Code messaging in accordance with these terms and conditions. These materials are the copyright protected works of FRO. You are provided with a non-exclusive, revocable license to use these materials in accordance with the directions contained in the ATC Partner Portal for the term of your license and solely in the conduct of promoting the Aussie Travel Code messaging.

You shall use the ATC logos, trade marks and other intellectual property contained in the ATC Partner Portal with the symbols <sup>TM</sup>, ® and © and other such appropriate marking or statements as instructed by FRO to indicate that the intellectual property rights are used under license by FRO. All use of the intellectual property rights by you shall inure to the benefit of FRO and you shall not at any time acquire any rights in the ATC Logos or trade marks of FRO by virtue of any use you may make of the trade marks or ATC Logos.

Nothing contained in these terms and conditions shall be construed as an assignment or grant to you of any right, title or interest in or to the trade marks or ATC Logos, it

being understood that all rights relating thereto are reserved by FRO, except for the license granted herein to use the intellectual property in the ATC Materials as provided in ATC Partner Portal.

### **Fee policy**

FRO and Aussie Travel Code is operated on a not-for-profit basis. Marketing, administrative and audit costs are covered by our fees. Our fees are set out in our Fee Policy.

FRO reserves the right to change or increase the fees at any time and we will contact you at the contact information you have provided informing of these changes.

### **Account**

ATC Partners have access to the ATC Partner Portal by way of a private account. You are responsible for any activity that occurs on your account. You must keep your account secure and you must not:

- Create more than one account for yourself;
- Share your password;
- Use the ATC Partner Portal in a way that could interfere with, disrupt, negatively affect or inhibit other partners from fully using the ATC Partner Portal, or that could damage, disable, overburden or impair the functioning of the ATC Partner Portal;
- Use or attempt to use another ATC Partner's account, username or password; or
- Use any robot, spider, crawler, scraper, or other automated means or interface to access the ATC Partner Portal or extract other ATC Partner information.

Also, you warrant that when setting up, using and maintaining your account that you will provide FRO with complete, up-to-date and accurate information about your personal and contact information as requested.

Without limiting our other remedies, and at our sole discretion, we may limit, suspend, cancel, deactivate or terminate your account or prohibit your access to the ATC Partner Portal if we find you have provided us with false information or breached any of the terms of this agreement. We also reserve the right to cancel unconfirmed accounts or accounts that have been inactive for a long time.

### **Rights and duties of ATC Partners**

As an ATC Partner, your use of the ATC Materials and the ATC Partner Portal requires that you agree to be bound by the following obligations:

- Uphold the message of the Aussie Travel Code including the promotion of travel and tourism to the relevant region;
- Cultivate good relationships with travellers and potential travellers;
- Maintain the trade marks and ATC Logos in accordance with the brand style guide and usage guidelines and as may be updated from time to time;
- Provide FRO with up-to-date contact information;
- Provide FRO with feedback as directed; and
- Agree to allow FRO to use your feedback for marketing, research and reports.

### **Rights and duties of FRO**

FRO will make the Aussie Travel Code Partner Portal, including the Logos, available to ATC Partners. FRO will also:

- Manage the ATC website and social media platforms;
- Promote ATC Partner destinations on its website and social media platforms;
- Develop and promote the Aussie Travel Code message;
- Monitor the use of the Aussie Travel Code Brand and generally coordinate the operation of the Aussie Travel Code campaign; and
- Include a list of ATC Partners on their website at [aussietravelcode.com.au](http://aussietravelcode.com.au).

### **Privacy and protection of information**

FRO takes reasonable measures to ensure the security of ATC Partners personal information. All personal information you provide to FRO will be treated in accordance with the Australia's *Privacy Act 1988* (Cth) and the *Australian Privacy Principles* (APPs).

Your personal information will be handled in accordance with our Privacy Policy which may be accessed [here](#). If you do not consent to your personal information being used in this way, please email [privacy@aussietravelcode.com.au](mailto:privacy@aussietravelcode.com.au).

### **Suspension or termination of license**

Either party may terminate this agreement by thirty (30) days written notice to the other party.

FRO reserves the right at its absolute discretion to suspend the provision of any services to an ATC Partner or to terminate his or her license immediately and without prior notice to that ATC Partner if the ATC Partner:

1. Fails to comply with these terms and conditions, including incorrect or unauthorised use of the ATC Materials;
2. Fails to uphold the message of Aussie Travel Code;
3. Damages or harms or is likely to damage or harm the reputation of Aussie Travel Code and/or FRO;
4. Engages in conduct that is misleading or deceptive or interferes with other partners use of the ATC Partner Portal;
5. Provides false information as part of their account; or
6. Fails to comply with the Fee Policy.

If your license is suspended or terminated, then the ATC Partner shall:

- Immediately cease all use of the Aussie Travel Code Materials;
- Not hold itself out as an ATC Partner of the Aussie Travel Code or otherwise engage in any conduct that suggests an association, affiliation, or other relationship with the Aussie Travel Code or FRO;
- Return all printed Aussie Travel Code Materials and signage to FRO with 14 days of suspension or termination.
- Remove all electronic Aussie Travel Code Materials from its website, digital platforms and any other electronic platform within 14 days of suspension or termination.

### **Quality standards**

The ATC Logos, trade marks and the terms AUSSIE TRAVEL CODE and ATC are unique and valuable trade marks. The ATC Partner agrees not to damage, tarnish or dilute the image, distinctiveness and value of the ATC Logos and trade marks.

FRO may conduct an audit of your use of the Aussie Travel Code Materials to confirm that your use is in compliance with the ATC Partner Portal and these terms and conditions.

FRO may ask you to provide us with a sample of materials upon which the trade marks and/or ATC Logos appear in order to confirm that your use of the trade marks and/or ATC Logos is in compliance with the ATC brand style guide and usage guidelines.

### **Indemnity**

You agree to indemnify FRO against any and all claims, costs, damages and/or loss that FRO may sustain or incur, as a result of any claim by a third party, including your customers, arising from: (a) your acts or omissions; and/or, (b) your breach of these terms and conditions.

**No agency**

Nothing in these terms and conditions shall be construed to place the parties in the relationship of a partner, joint venture or agent. Even though the term Partner is used to refer to persons who are licensed to use the ATC Materials, the term does not mean a legal partnership is created. You shall not hold yourself out as being authorised to bind FRO in any way and no party shall have the power to obligate the other party in any manner whatsoever.

**Governing law**

These terms and conditions are governed by the laws of the State of South Australia and the ATC Partner agrees to the exclusive jurisdiction of the courts of South Australia.