

Terms and conditions

Background

- A. The Client wishes to engage BigVoice to perform the Services.
- B. The Client agrees to engage BigVoice on the terms and conditions of this agreement.

Agreed terms

1 Definitions and interpretation

1.1 In this agreement:

Commencement Date means the commencement date specified in the Schedule.

BigVoice means BigVoice specified in the Schedule.

Deliverable means any Material given by BigVoice to the Client in the performance of the Services.

Fees mean the fees specified in the Schedule.

Fee Schedule means the document of the same name annexed to this document or given to the Client at or about the time of this agreement.

GST has the meaning given to that term in the GST Act.

GST Act means A New Tax System (Goods and Services Tax) Act 1999 (Cth).

Initial Period means the initial period specified in the Schedule.

Intellectual Property Rights means all industrial and intellectual property rights, both in Australia and throughout the world, and includes any copyright, Moral Right, patent, registered or unregistered trade mark, registered or unregistered design, registered or unregistered plant breeder's right, trade secret, know-how, right in relation to semiconductors and circuit layouts, trade or business or company name, indication or source or appellation of origin or other proprietary right, or right of registration of those rights.

Material refers to the video and data captured, manipulated and stored by BigVoice in relation to any Services the subject of a Request by the Client.

Minimum Commitment means the engagement of BigVoice to perform the full Scope of Work.

Personal Information has the meaning given to that term by the Privacy Act.

Privacy Act means the *Privacy Act 1988* (Cth).

Privacy Laws means the Privacy Act; the Australian Privacy Principles (or APPs) contained in schedule 1 Privacy Act; and all other applicable laws, regulations, registered privacy codes, privacy policies and contractual terms in respect of the processing of Personal Information.

Project Plan with respect to a Request means a project plan contemplated by clause 2.6 or otherwise specified in the Request.

Request means a request contemplated by clause 2.1.

Scope of Works means the document of the same name annexed to this document or given to the Client at or about the time of this document.

Services means the services specified in the Schedule.

Specifications with respect to a Request, means the specifications contemplated by clause 2.5 or otherwise specified in the Request.

Supplier means the entity making the Supply.

Term means the term contemplated by clause 5.

2 Supply of the Services

- 2.1 BigVoice and the Client that BigVoice will perform the Services in accordance with the Scope of Works.
- 2.2 In consideration of BigVoice agreeing to perform the Scope of Works, and in recognition of BigVoice agreeing to undertake the preliminary work necessary to perform the Scope of Works, including the engagement of third parties to assist in the performance of the Services, the Client agrees to ensure BigVoice is engaged to perform the Minimum Commitment.
- 2.3 From time to time, the Client may request additional or further Services from BigVoice (“**Request**”).
- 2.4 BigVoice must perform the Services for the Client contemplated by each Request:
 - (a) at each location, in the volumes, at the times and in the timeframes required by that Request;
 - (b) in accordance with the relevant Specifications (if any); and
 - (c) in accordance with the relevant Project Plan (if any), including to meet each milestone by the date specified in the Project Plan.
- 2.5 If a Request contemplates the development of specifications for the Services or Deliverables, then BigVoice may develop those specifications in accordance with the Client’s requirements, submit the specifications to the Client for approval, and make any changes to the specifications as requested by the Client.
- 2.6 If a Request contemplates the development of a project plan, then BigVoice may develop a project plan in accordance with the Client’s requirements, including milestones and timeframes, and submit the project plan to the Client for approval, and make any changes to the project plan requested by the Client.
- 2.7 Title to a Deliverable passes to the Client on delivery of that item to the Client.
- 2.8 BigVoice must follow the directions of the Client in connection with the provision of the Services.
- 2.9 BigVoice must ensure that all persons involved in the provision of the Services dress appropriately and conduct themselves in a professional manner.

3 Fees

- 3.1 The Client must pay the Fees to BigVoice.

4 Invoices

- 4.1 BigVoice may invoice the Client for the Fees upon completion of the Services or otherwise upon completion of particular items of those Services including at any regular agreed interval.
- 4.2 An invoice for payment will include a brief description of the work undertaken and the fees charged.
- 4.3 The Client must pay an invoice for particular Services within the time frame noted in the Fee Schedule or otherwise within 30 days after the Client receives that invoice.

5 Term and termination

- 5.1 This agreement commences on the Commencement Date and continues for the Initial Period unless terminated earlier under clause 5.

6 Intellectual property

- 6.1 BigVoice assigns the Intellectual Property Rights in the filmed material to the Client.
- 6.2 BigVoice otherwise retains the Intellectual Property Rights in the Deliverables or otherwise created or already owned by BigVoice in the performance of the Services to the Client.
- 6.3 The Client and BigVoice must sign all documents and do all things necessary to give effect to clause 6.1 and 6.2.

7 Privacy

- 7.1 BigVoice must process, use and disclose all Personal Information in compliance with the Privacy Laws (regardless of whether or not BigVoice is otherwise obliged to comply with the Privacy Laws) and only for the purposes of performing its obligations under this agreement.

8 Representative

- 8.1 The Client Representative will represent the Client for the day to day purposes of this agreement.

9 Qualifications in relation to the Services

- 9.1 **(Stream Failure):** BigVoice does not guarantee that any stream will be online for the entire duration of the event. External and internal factors such as server availability, internet dropouts and hardware/software failures can occur. If a failure occurs, BigVoice will focus its resources on rectifying the problem as soon as possible.
- 9.2 **(Power Failure):** In the event that there is a power loss in any venue, BigVoice will not be held responsible any implications of the failure, including, for example, corrupted recordings.
- 9.3 **(Recording Failure):** Whilst it is intended that each livestream will have a main record and backup record, BigVoice will not be liable for any data corruptions or recording failures throughout any event.
- 9.4 **(Data Corruption):** BigVoice will not be liable for any hardware failures relating to the storage of footage. Back up recordings will be made at the end of each day where possible.
- 9.5 **(Coverage):** BigVoice crew will follow coverage instructions to capture the key moments as requested by the Client. BigVoice will not be liable if a key event is not covered by its cameras. Unforeseen weather factors may also disrupt the level of coverage.
- 9.6 **(Deliverable Deadlines):** BigVoice will not be liable for any external factors out of their control that delay or disrupt the production or post production deliverables.
- 9.7 **(Accuracy of Athlete/Event):** Whilst every care will be taken to ensure the accuracy of all data, BigVoice will not be liable for displaying inaccurate athlete/event data.

10 GST

- 10.1 Any words capitalised in this clause and not already defined in clause 1 have the meaning given to those words in the GST Act.
- 10.2 Except as may otherwise be indicated the consideration for a Supply made under or in connection with this agreement does not include GST.
- 10.3 If a Supply made under or in connection with this agreement is a Taxable Supply, then at or before the time any part of the consideration for the Supply is payable:
- (a) the Recipient must pay the Supplier an amount equal to the total GST for the Supply, in addition to and in the same manner as the consideration otherwise payable under this agreement for that Supply; and
 - (b) the Supplier must give the Recipient a Tax Invoice for the Supply.
- 10.4 If either party has the right under this agreement to be reimbursed or indemnified by another party for a cost incurred in connection with this agreement, that reimbursement or indemnity excludes any GST component of that cost for which an Input Tax Credit may be claimed by the party being reimbursed or indemnified, or by its Representative Member, Joint Venture Operator or other similar person entitled to the Input Tax Credit (if any).
- 10.5 Where a Supply made under or in connection with this agreement is a Progressive or Periodic Supply, clause 10.3 applies to each component of the Progressive or Periodic Supply as if it were a separate Supply.

11 General

- 11.1 The laws of Queensland, Australia govern this agreement.
- 11.2 Where this agreement contemplates that the Client may consent to, elect, determine, approve, nominate, decide or consider any matter or thing, the Client may give that consent or make any election, determination, approval, nomination,

decision or consideration in its absolute discretion and conditionally or unconditionally without being required to give reasons or act reasonably, unless this agreement expressly requires otherwise.

- 11.3 This agreement does not create a relationship of employment, trust, agency or partnership between the parties.
- 11.4 A clause or part of a clause of this agreement that is illegal or unenforceable may be severed from this agreement and the remaining clauses or parts of the clause of this agreement continue in force.
- 11.5 This agreement supersedes all previous agreements about its subject matter and any agreements collateral to those agreements. This agreement embodies the entire agreement between the parties.
- 11.6 BigVoice may subcontract the performance of all or any part of BigVoice's obligations under this agreement.
- 11.7 A right under this agreement may only be waived in writing signed by the party granting the waiver, and is effective only to the extent specifically set out in the waiver.