

# Araluen Golf Resort Pty Ltd T/A Araluen Estate Country Club Avenue, Roleystone, WA, 6111

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## Araluen Estate Festival of Golf Sponsorship Terms & Conditions

These T&C are applicable for all Sponsorship applications as part of the Araluen Estate Event "The Festival of Golf" held from 4th November to 8th November

## References

These Terms and Conditions ("Agreement") govern the rights and obligations between the sponsoring company or individual ("Sponsor") and the Araluen Estate Festival of Golf ("Event") organized by Araluen Estate ("Organizer"). By signing or agreeing to a Sponsorship Package, the Sponsor agrees to abide by the following terms and conditions:

#### Sponsorship Packages

The Sponsor agrees to the terms specific to the sponsorship package selected, as outlined below:

#### Gold Sponsorship (\$5000)

- Araluen Estate Festival of Golf proudly presented by the Sponsor.
- b. Includes a team entry to either the Foundation Cup or Enchanted Cup.
- c. Principle logo placement on:
  - i. All printed material related to the event.
  - ii. All organic social media posts.
  - iii. All paid social media posts.
  - iv. Six (6) email distributions (EDM) to 10,000 recipients each.
- d. Sponsor will present prizes for all 1st place winners (Foundation Cup & Enchanted Cup).

### Silver Sponsorship (\$2500)

- a. Araluen Estate Festival of Golf proudly presented by the Sponsor in association with other sponsors & your company.
- b. Premium logo placement on:
  - i. All printed material related to the event.
  - ii. All organic social media posts.
  - iii. All paid social media posts.
  - v. Six (6) email distributions (EDM) to 10,000 recipients each.
- c. Sponsor will present prizes for all 1st place winners (Foundation Cup & Enchanted Cup).

#### Bronze Sponsorship (\$500)

- a. Araluen Estate Festival of Golf proudly presented by the sponsor in association with Silver sponsors & your company.
- b. Minor logo placement on:
  - All printed material related to the event.
  - ii. All organic social media posts.
  - iii. All paid social media posts.
  - iv. Six (6) email distributions (EDM) to 10,000 recipients each.

## 2. Payment Terms

- a. Full payment for the selected sponsorship package is due within 7 days of the Sponsor's commitment to the package.
- b. Failure to pay within the specified time may result in cancellation of the sponsorship benefits outlined.
- c. All payments are non-refundable once received by the Organizer.

#### 3. Logo and Marketing Materials

- a. Sponsors must provide the necessary high-resolution logo and brand materials within 7 days of commitment.
- b. The Organizer will ensure the Sponsor's logo is placed on materials according to the package; however, the Organizer cannot guarantee exact placement, size, or prominence beyond what is specified in the package.
- c. The Organizer reserves the right to reject any logo or brand material that is deemed inappropriate or does not meet the quality standards required.

#### 4. Sponsor's Obligations

- a. The Sponsor will not engage in any activity that may damage the reputation of the Event, Organizer, or other sponsors.
- b. The Sponsor will not imply any association with the Event beyond what is agreed upon in the sponsorship package.
- c. The Sponsor must ensure that all materials provided comply with applicable laws, including intellectual property, copyright, and trademark laws.

#### 5. Event Cancellation or Postponement

- a. In the event that the Araluen Estate Festival of Golf is postponed or canceled due to unforeseen circumstances (including, but not limited to, natural disasters, government regulations, pandemics, or other causes beyond the Organizer's control), the Organizer will make reasonable efforts to reschedule the event.
- b. If the event cannot be rescheduled within six (6) months, the Sponsor may receive a prorated refund based on the sponsorship benefits already received, subject to Organizer's discretion.
- c. In the case of rescheduling, the Sponsor will retain all rights and benefits outlined in the original agreement, unless otherwise agreed upon by both parties.

#### 6. Liability

- a. The Organizer will not be held liable for any loss, damage, or injury arising out of the Sponsor's participation in the Event or associated activities, unless caused by the negligence of the Organizer.
- b. Upon termination, the Sponsor will not be entitled to a refund for any payments made.

#### 7. Termination

- a. The Organizer reserves the right to terminate this Agreement and withdraw all sponsorship benefits without notice if the Sponsor breaches any part of this Agreement, engages in conduct detrimental to the Event or Organizer, or fails to provide required materials or payment on time.
- b. Upon termination, the Sponsor will not be entitled to a refund for any payments made.

#### 8. Confidentiality

- a. The Sponsor grants the Organizer a non-exclusive, royalty-free license to use the Sponsor's trademarks, logos, and other intellectual property solely for the purpose of fulfilling the sponsorship obligations as outlined in the package.
- b. The Organizer retains all rights to the Event name, logos, and any other related intellectual property.

#### 9. Governing Law and Dispute Resolution

- a. This Agreement shall be governed by and construed in accordance with the laws of Western Australia.
- b. Any disputes arising out of or in connection with this Agreement shall be subject to the exclusive jurisdiction of the courts of Western Australia.
- c. Both parties agree to attempt mediation before resorting to litigation.

## 10. Miscellaneous

- a. Any changes to this Agreement must be in writing and signed by both parties.
- b. This Agreement constitutes the entire agreement between the Sponsor and the Organizer concerning the subject matter hereof and supersedes any prior or contemporaneous communications.

By Ticking Agree on the Submission form, the Sponsor acknowledges that they have read, understood, and agree to these Terms and Conditions.