

11.4 SPONSORSHIP

Policy

- In addition to the sponsorship conditions set down in Schedule 2 of the Act, Sonshine sees the involvement of sponsors as an expression of the active involvement of the community in the station's management development and operation.
- Sonshine will ensure that the relationship of sponsors will not interfere with its independence.

Procedure

- Sponsorship agreements will not be a factor in determining access to broadcasting time.
- The sponsors of programs will not influence the content and style of particular programs.
- Sponsors, by virtue of their sponsorship of Sonshine, will not be able to influence overall programming.
- The provisions of this Code are all subject to the provisions of Code 2, above.
- Individuals or groups that ask for Community Service Announcements, for which no payment has been made, either in cash or kind, shall be subject to the provisions of this Code.
- The following Authority to Promote Terms and Conditions have been approved by the Board in October 2021:

Authority to Promote Terms & Conditions (as at 19 October 2021)

1. DEFINITIONS

"Promotion Services" means the promotion of the Client and its products and services by way of sponsorship and/or advertising in accordance with the Authority to Promote;

"Agreement" means the Authority to Promote and these Promotion Terms and Conditions.

"Authority to Promote" means the authority signed by the Client to which these Promotion Terms and Conditions are annexed detailing the Promotion Services to be provided to the Client;

"Client" means any person or entity to whom Sonshine provides the Promotion Services;

“Deposit” means the sum to be paid by the Client prior to the Promotion Services commencing as specified in the Authority to Promotion;

“Production Fee” means the fee charged for any non-broadcasting item specified in the Authority to Promote as amended if clause 5.3 applies;

“Total Investment” means the total investment specified in the Authority to Promote.

2. PROMOTION SERVICES

2.1 Sonshine will provide the Promotion Services to the Client and the Client will accept such Promotion Services in accordance with this Agreement.

3. INVOICING AND PAYMENT

3.1 For any Client who elects to pay for the Promotion Services by monthly instalments Sonshine will issue that Client with a tax invoice in advance on the first business day of the month that the Promotion Services are to be provided.

3.2 The Client must pay each tax invoice on or before the due date specified on the invoice.

3.3 Sonshine reserves the right to ask the Client for a Deposit which will be deducted from the Total Investment payable by the Client.

3.4 Subject to clause 7.4 and clause 7.5, any Client who elects to pay the Total Investment in one up-front payment and who subsequently cancels the Promotion Services in accordance with clause 7 will receive a refund of the Total Investment less the cost of any Promotion Services provided up to the date of cancellation.

3.5 If the Client fails to pay a tax invoice on or before the due date then, in addition to any rights available to it in law or equity, Sonshine may suspend any or all of the Promotion Services until payment is received in full.

3.6 If the Client fails to pay their final demand tax invoice on or before the due date then Sonshine may activate clause 7 to terminate the Promotion Services.

3.7 The Client will pay to Sonshine all costs (including legal costs) and expenses incurred or suffered by Sonshine in recovering any unpaid amount from the Client.

3.8 At the discretion of Sonshine, the Client may be charged interest at a rate equivalent to 10% per annum calculated daily on any amount which remains unpaid on the due date for payment specified in the relevant tax invoice.

4. CONFIDENTIALITY

4.1 The Client acknowledges and agrees that the terms of this Agreement are confidential and may not be disclosed to any third party.

5. INTELLECTUAL PROPERTY

- 5.1 Unless otherwise agreed in writing between the parties, if Sonshine creates, develops or produces any material for or in relation to the Promotion Services (including scripts, copy writing and creative material), the Client acknowledges and agrees that such material and any intellectual property right arising in connection with that material shall belong to and will vest in Sonshine absolutely and the Client will have no right, title or interest in such material.
- 5.2 The Client must not use, apply or otherwise deal with any material referred to in clause 5.1 or any intellectual property right arising Promotion Terms & Conditions in connection with that material without the prior written consent of Sonshine.
- 5.3 If the Client requires any amendments to any material referred to in clause 5.1 after production work has commenced, including changes to the script, audio or graphics, then Sonshine reserves the right to increase the Production Fee to take account of any additional costs it incurs in amending the Client's promotional material.
- 5.4 The Client warrants that any promotional material created or provided to Sonshine by the Client is owned or licensed by the Client and that the use and broadcast of such material by Sonshine will not breach the intellectual property or other rights of any third party.
- 5.5 The Client indemnifies Sonshine and its officers, employees and contractors against any loss or damage suffered or incurred by Sonshine as a result of a breach of the warranty contained in clause 5.4.

6. PROMOTIONAL CONTENT

- 6.1 Sonshine will not be required to broadcast or publish any promotional material unless the content of such material is first approved by Sonshine
- 6.2 The Client is responsible for the content of its promotional material and must procure and ensure that all necessary consents, authorisations and approvals required to prepare, produce, publish and broadcast or publish the promotional material have been obtained.
- 6.3 The Client warrants that any promotional material provided to Sonshine for broadcast and publication does not contain any material which is defamatory, false, misleading or deceptive or which infringes the rights of any other person or any law and the Client indemnifies Sonshine and its officers, employees and contractors against any loss or damage suffered or incurred by Sonshine as a result of a breach of this warranty.
- 6.4 Sonshine may at any time cease, take down, suspend or refuse to broadcast or publish any promotional material which it reasonably considers to be inappropriate, undesirable, contentious or divisive amongst its audiences or is otherwise unsuitable for broadcast or publication.

7. CANCELLATION AND TERMINATION

- 7.1 The Client may cancel the Promotion Services at any time by providing 30 days written notice to Sonshine.
- 7.2 Sonshine may terminate the Promotion Services in the event that the Client does not pay a final demand invoice on or before the due date. Where Sonshine terminates the Promotion Services the Client shall pay to Sonshine a cancellation fee equivalent to 15% of the Total Investment and any incentives or gifts given to the Client are to be returned in new and unopened condition or the Client is to pay Sonshine the full retail value of the gift or incentive.
- 7.3 If notice is given in accordance with clause 7.1 then this Agreement shall terminate at the expiry of the notice period.
- 7.4 In the event of a cancellation, the Client acknowledges and agrees that the Production Fee is non-refundable and any incentives or gifts given to the Client are to be returned in new and unopened condition or the Client is to pay Sonshine the full retail value of the gift or incentive.
- 7.5 If the Client cancels more than 1 month but less than 6 months of Promotion Services, then the Client shall pay to Sonshine a cancellation fee equivalent to 10% of the Total Investment.
- 7.6 If the Client cancels more than 6 months of Promotion Services, then the Client shall pay to Sonshine a cancellation fee equivalent to 15% of the Total Investment.

8. LIABILITY

- 8.1 The Client releases Sonshine and its consultants, employees and agents from and against any liability to the Client for any failure or delay in performing the Promotion Services if that failure or delay arises from anything beyond the reasonable control of Sonshine, including technical failure and any indirect, incidental, special, punitive or consequential loss or damage.
- 8.2 To the extent permitted by law Sonshine limits its liability to the re-supply of the Promotion Services or the payment of the cost to the Client of having the Promotion Services supplied again.

9. JURISDICTION

- 9.1 This Agreement is governed by, and construed in accordance with, the laws of the State of Western Australia.