

Garagefest Sponsorship Terms & Conditions (Queensland)

1. Definitions

- **Event:** “Garagefest”, a community automotive festival held in Queensland.
- **Organiser:** The entity responsible for planning and delivering Garagefest.
- **Sponsor:** The business or individual purchasing a sponsorship package.
- **Sponsorship Package:** The agreed level of financial or in-kind support and associated benefits.
- **Agreement:** These Terms & Conditions together with the Sponsorship Package invoice or signed acceptance.

2. Formation of Agreement

2.1. The Agreement becomes binding when the Sponsor:

- pays the sponsorship invoice; or
- provides written confirmation of acceptance.

2.2. By entering this Agreement, the Sponsor acknowledges they have read, understood, and agree to these Terms & Conditions.

3. Compliance With Queensland Law

3.1. Both parties must comply with all applicable **Queensland laws**, including but not limited to:

- Fair Trading Act 1989 (Qld)
- Competition and Consumer Act 2010 (Cth)
- Work Health and Safety Act 2011 (Qld)
- Liquor, food, and venue regulations where applicable
- Queensland Government Sponsorship principles relating to ethical behaviour, transparency, and appropriate association

3.2. The Organiser reserves the right to refuse or cancel sponsorship from businesses that conflict with Queensland regulatory requirements or community standards.

4. Sponsorship Benefits

- 4.1. Benefits are provided as outlined in the selected Sponsorship Package.
- 4.2. The Organiser will make reasonable efforts to deliver all benefits but does not guarantee specific audience numbers, media coverage, or sales outcomes.
- 4.3. Any promotional placement (banners, stalls, logos, announcements) must comply with venue rules, safety requirements, and local council regulations.

5. Sponsor Obligations

- 5.1. The Sponsor must provide all required artwork, logos, promotional materials, and approvals by the deadlines set by the Organiser.

- 5.2. All materials must be lawful, accurate, and not misleading under QLD consumer law.
- 5.3. The Sponsor must not engage in conduct that could damage the reputation of Garagefest, the Organiser, or event partners.

6. Payment Terms

- 6.1. Sponsorship fees are payable within 14 days of invoice unless otherwise agreed.
- 6.2. Sponsorship fees are **non-refundable**, except where required by law or where the Organiser cancels the event (see Section 10).
- 6.3. Failure to pay may result in removal of sponsorship benefits.

7. Intellectual Property & Branding

- 7.1. The Sponsor grants the Organiser a non-exclusive licence to use the Sponsor's name, logo, and brand assets solely for the purpose of delivering sponsorship benefits.
- 7.2. The Sponsor may use the Garagefest name and logo only with written approval and only for the duration of the Agreement.
- 7.3. Both parties must comply with copyright and trademark laws.

8. Insurance & Liability

- 8.1. Sponsors operating a stall, display, or activation must hold **Public Liability Insurance** of at least AUD \$10 million (or as required by the venue/local council).
- 8.2. The Sponsor is responsible for the safety of their staff, equipment, and activities.
- 8.3. The Organiser is not liable for loss, damage, or injury.

9. Conduct at the Event

- 9.1. All Sponsor activities must comply with:

- WHS requirements
- venue rules
- local council permits
- fire and electrical safety standards
- alcohol and food service regulations (if applicable)

- 9.2. The Organiser may remove any display or activity deemed unsafe, unlawful, or inappropriate.

10. Event Cancellation or Changes

- 10.1. If Garagefest is cancelled by the Organiser for reasons other than Sponsor breach, the Sponsor will receive either:

- a full refund; or
- transfer of sponsorship to a rescheduled date.

- 10.2. If the event is postponed due to weather, safety, or circumstances beyond control, the Agreement remains valid for the new date.

- 10.3. The Organiser is not responsible for losses incurred due to cancellation or postponement.

11. Termination

11.1. The Organiser may terminate the Agreement if the Sponsor:

- breaches these Terms & Conditions;
- engages in unlawful or unethical conduct;
- becomes insolvent (subject to limitations under the Corporations Act 2001 (Cth) as referenced in QLD sponsorship templates).

11.2. Upon termination, sponsorship fees are non-refundable unless required by law.

12. Privacy & Data

12.1. The Organiser will handle Sponsor information in accordance with the **Privacy Act 1988 (Cth)**.

12.2. Sponsor data will not be shared with third parties except where required to deliver sponsorship benefits or comply with law.

13. Dispute Resolution

13.1. Both parties agree to attempt to resolve disputes through good-faith negotiation before taking legal action.

13.2. If unresolved, disputes will be handled under Queensland jurisdiction.

14. Governing Law

This Agreement is governed by the laws of **Queensland, Australia**.