

ADD TO CART

Sponsorship Terms

These terms apply to every Add To Cart sponsorship, from a single newsletter placement to a full annual partnership. Everything specific to your deal, the inclusions, the dates, the fee, the payment schedule and any exclusivity, is set out in your Particulars. Where your Particulars say something different from these terms, your Particulars win.

VERSION 1.1 · 10 AUGUST 2026

Published at addtocart.com.au/sponsorship-terms. This PDF is the archived snapshot of version 1.1. Where Particulars name a version of these terms, that version governs that agreement, whatever is published later.

Add To Cart Retail Pty Ltd, ABN 72 640 040 197, Level 1, 27 James Street, Fortitude Valley QLD 4006, Australia. Nathan Bush, nathan@addtocart.com.au, 0439 614 861.

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About these terms

- 1.1 **Who we are.** Add To Cart Retail Pty Ltd ABN 72 640 040 197 of Level 1, 27 James Street, Fortitude Valley QLD 4006, Australia (the Company, we, us). You are the party named as Sponsor or Partner in the Particulars (the Sponsor, you).
- 1.2 **What these terms cover.** These terms apply to every sponsorship and partnership activation you buy from us, whether that is a single placement or a package running over twelve months. Together with your Particulars they form the whole agreement between us (this Agreement).
- 1.3 **How they apply.** These terms form part of this Agreement when you sign Particulars that refer to them, or when you pay an invoice that refers to them, whichever happens first.
- 1.4 **Your Particulars prevail.** In the event of any inconsistency between the Particulars and these terms, the Particulars will prevail.
- 1.5 **Timing.** References to time are to Brisbane, Queensland, and days refer to calendar days unless specified otherwise. Acts performed after 5:00 pm on a specified day are deemed to be performed on the next day. If an act is to be performed on a non-business day, it must be performed on the next business day.
- 1.6 **Versions.** We may publish updated versions of these terms. The version referred to in your Particulars is the version that applies to your Agreement, whatever we publish later. Every published version stays available.

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Definitions

- 2.1 **Activation:** each individual item of Sponsorship Inclusions, such as one episode sponsorship, one newsletter placement, one webinar or one event.
- 2.2 **ACL:** the Australian Consumer Law (as set out in Schedule 2 to the Competition and Consumer Act 2010 (Cth)).
- 2.3 **Applicable Laws:** all laws, statutes, regulations, industry codes, guidelines or requirements that apply to this Agreement, including the Australian Association of National Advertisers (AANA) Code of Ethics and Privacy Laws.
- 2.4 **Commercial Rights:** any and all rights of a commercial nature connected with the Sponsorship Media, including without limitation, Intellectual Property Rights, image rights, broadcasting rights, digital rights, new media rights, content rights, endorsement rights, Sponsorship Rights, merchandising rights, licensing rights, advertising rights and hospitality rights.
- 2.5 **Company's Marks:** the trade marks and associated artwork, designs, slogans, and other marketing collateral owned by the Company and used in connection with the Sponsorship Inclusions.
- 2.6 **Confidential Information:** any information disclosed under this Agreement that is designated as confidential or would reasonably be considered confidential, including Intellectual Property Rights and all ideas, concepts, trade secrets, know-how, knowledge, systems, processes, supplier lists or records created or used in connection with this Agreement.
- 2.7 **Content:** the material developed, produced, or published by the Company in connection with the Sponsorship Media.
- 2.8 **Force Majeure Event:** an event or circumstance beyond a party's reasonable control, including but not limited to strikes, riots, natural disasters, epidemics, transportation disruptions, telecommunication failures, power failures, or governmental restrictions; excludes a lack of funds.
- 2.9 **Insolvency Event:** (a) a receiver, receiver and manager, liquidator, provisional liquidator, controller or any form of external administrator being appointed over a party or any of its property; (b) a party entering a scheme, arrangement, agreement or compromise with its creditors, or calling a meeting of creditors; (c) a party becoming insolvent; or (d) a winding up proceeding being brought against a party.

- 2.10 **Intellectual Property Rights:** all current and future intellectual property rights in any jurisdiction, whether registered or unregistered, including patents, copyrights, designs, trade secrets, trade marks, illustrations, photographs, artwork, rights in designs and rights to Confidential Information.
- 2.11 **Materials Deadline:** the date by which you must give us everything we need for an Activation, as set out in clause 6.1.
- 2.12 **Particulars:** the Sponsorship Particulars or Partnership Particulars document signed by both parties, setting out the parties, the Sponsorship Inclusions, the dates, the Sponsorship Fee, the Payment Terms and any exclusivity.
- 2.13 **Payment Terms:** the payment terms set out in the Particulars.
- 2.14 **Personal Information:** has the meaning given in the Privacy Act 1988 (Cth).
- 2.15 **Personnel:** directors, officers, employees, contractors, suppliers, advisers, or agents of a party.
- 2.16 **Privacy Laws:** the Privacy Act 1988 (Cth) and all other Applicable Laws affecting privacy, personal information or the collection, handling, storage, processing, use or disclosure of data.
- 2.17 **Sponsor Messages:** advertising, promotional materials, or other media created by or on behalf of the Company, or jointly with the Sponsor, associating the Sponsor with the Sponsorship Media or distributed alongside the Content or Sponsorship Media.
- 2.18 **Sponsor's Marks:** the trade marks, artwork, designs, slogans, or other marketing collateral provided by the Sponsor.
- 2.19 **Sponsorship Fee:** the amount payable by the Sponsor to the Company as set out in the Particulars.
- 2.20 **Sponsorship Inclusions:** the items the Company will deliver, as set out in the Particulars.
- 2.21 **Sponsorship Media:** any content, platform or community element included in or delivered as part of the Sponsorship Inclusions, including podcasts, episodes, consulting services, newsletters, social media posts, webinars, events or any related promotional or community activities.
- 2.22 **Sponsorship Rights:** the bundle of rights, privileges, and benefits granted to the Sponsor under the Particulars.
- 2.23 **Term:** the period set out in clause 3.3.



The sponsorship

- 3.1 **Appointment.** The Company appoints the Sponsor as a sponsor of the Sponsorship Media as described in the Particulars. The Sponsor accepts this appointment under the terms set out in this Agreement.
- 3.2 **What we provide.** In consideration of the payment of the Sponsorship Fee, the Company will provide the Sponsorship Inclusions. These inclusions may comprise access to or promotion through the relevant Sponsorship Media and any associated community or promotional activities.
- 3.3 **Term.** This Agreement begins on the date stated in the Particulars, or the date it is signed if no date is stated, and continues until every Activation has been delivered or until any expiry date in the Particulars, whichever is later, unless terminated earlier under this Agreement. Where the Particulars state an expiry date, this Agreement may be extended in writing if both parties agree no later than 30 days before it.
- 3.4 **Additional Activations.** Further Activations may be added by agreement in writing, which includes email, referencing this Agreement. Added Activations are governed by these terms and by any additional Particulars agreed in writing. Additional Particulars form part of this Agreement and are not separate contracts. They may operate concurrently and may be cancelled individually without ending the rest of this Agreement, subject to the exclusivity provisions in clause 4.2.

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Grant of rights

- 4.1 **Sponsorship Rights.** For the duration of the Term, the Company grants the Sponsor the Sponsorship Rights as specified in the Particulars and in accordance with this Agreement.
- 4.2 **Exclusivity.** Exclusivity is granted only where the Particulars expressly grant it. Where the Particulars grant category exclusivity, the category and any nominated competitors are as set out there, and the Company is responsible for confirming in writing any specific parties to be included under exclusivity protections. Where the Particulars do not grant exclusivity, none is granted, and nothing in this Agreement prevents the Company working with the Sponsor's competitors. If the Company tells the Sponsor that an Activation is clear of another sponsor's category, that statement concerns the Company's obligations to that other sponsor and is not a grant of exclusivity to the Sponsor.
- 4.3 **Reserved rights.** The Company reserves all rights not expressly granted to the Sponsor under this Agreement. The Sponsor acknowledges that the Company owns or controls all Commercial Rights, including the Company's Marks and Content, and that the Sponsor will not use or enter into agreements to use the Commercial Rights beyond the granted Sponsorship Rights.

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Fees and payment

- 5.1 **Fee and Payment Terms.** The Sponsor agrees to pay the Company the Sponsorship Fee in accordance with the Payment Terms.
- 5.2 **Late payment.** In the event of late payment, the Company will provide notice to the Sponsor and allow a reasonable grace period for payment. If payment is not received by the end of the grace period, the Company reserves the right to take the following steps, in escalating order and only as necessary: charge interest on the overdue amount at a rate of 12% per annum, accruing daily until full payment is received; suspend the Sponsor's Sponsorship Rights until all outstanding amounts, including any interest, are fully paid, during which the Content and Sponsor Messages will not appear in the Sponsorship Media; and terminate this Agreement as a final step, in which case any refund is handled under clause 10. Termination will be considered only as a final measure.
- 5.3 **No set-off or counterclaim.** The Sponsor must make all payments without set-off or counterclaim, even if a dispute arises.
- 5.4 **Payment before publication.** Where the Particulars state that payment is due before an Activation is published, the Company may withhold publication until payment has cleared.
- 5.5 **GST.** Unless otherwise stated, all amounts in this Agreement are exclusive of GST. If GST applies, the recipient must pay an additional amount equal to the GST rate multiplied by the consideration, upon receipt of a valid tax invoice. If an adjustment event occurs, the supplier must determine the adjusted GST amount, and the difference must be paid, refunded, or credited as appropriate. If the Particulars indicate that no GST is payable, the Sponsor is not required to pay GST.
- 5.6 **Currency and costs.** All amounts are in Australian dollars unless the Particulars state otherwise. The Sponsor is responsible for related transaction costs, including bank charges.

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Materials, content and approval

- 6.1 **Materials Deadline.** The Sponsor must give the Company everything it needs for an Activation, including key messages, links, artwork and approvals, by the Materials Deadline. The Materials Deadline is as set out in the Particulars. If the Particulars do not state one, it is two weeks before the Activation is published. If materials arrive after the Materials Deadline, the Company may reschedule the Activation to the next available slot, or publish without the missing element where that is practical.

- 6.2 **Content control.** The Company retains full creative control over all Content and Sponsor Messages, in consultation with the Sponsor. Sponsor Messages are created by the Company, in consultation with the Sponsor, and are subject to one round of edits, with final approval required no later than the date set out in the Particulars or, if none is stated, one week before publication. Sponsor Messages may be labelled as advertisements if deemed necessary by the Company.
- 6.3 **Deemed approval.** If the Sponsor does not respond within 2 days of receiving a draft, the Sponsor Message will be considered approved.
- 6.4 **Sponsor's responsibility.** The Sponsor is fully responsible for ensuring the accuracy, compliance, and appropriateness of Sponsor Messages under this Agreement, and must review them thoroughly. The Company assumes no liability for losses related to Sponsor Messages once published. Sponsor Messages must comply with all Applicable Laws and not infringe third-party rights, remain solely the Sponsor's responsibility including managing compliance requirements, and not harm the Company's reputation or goodwill.
- 6.5 **Publication and scheduling.** The Sponsorship Media will be published as outlined in the Particulars. The Company will notify the Sponsor of significant scheduling changes but cannot guarantee advance notice for each episode's content.
- 6.6 **Right to edit or remove content.** The Company reserves the right to modify or remove archived episodes or Sponsor Messages if they become outdated, inaccurate, or inappropriate, as determined by the Company. This right is independent of the Sponsor's responsibility under clause 7.3 to ensure that all Sponsor Messages comply with Applicable Laws. The Company is under no obligation to continue publishing Sponsor Messages or references to the Sponsor following the Term.
- 6.7 **Creative control.** The Company has discretion over the presentation of Sponsor Messages, and will use reasonable efforts to honour pronunciation requests but accepts no liability for any mispronunciations.

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Obligations and warranties

- 7.1 **Sponsor's obligations.** The Sponsor must: use the Sponsorship Rights solely as outlined in this Agreement, with no entitlement to additional Commercial Rights; pay the Company the Sponsorship Fee in accordance with this Agreement; work in good faith with the Company to support the successful delivery of the Sponsorship Inclusions; obtain the Company's written consent to any announcement, press release or other publication in relation to the Sponsorship Media or any related Sponsorship Inclusions; not use, reproduce, copy or publish the Company's Marks without the Company's prior written consent; maintain appropriate standards of business conduct and ethics; ensure that neither it, nor its Personnel, do anything that could harm the Company's reputation, interests, or mission, or damage the benefits expected from this Agreement; provide all necessary materials, including artwork, in required formats and within specified deadlines, with evidence of ownership or licensing rights available on request; and notify the Company promptly of any matter which may impact its ability to fulfil its obligations under this Agreement.
- 7.2 **Company's obligations.** The Company must: provide the Sponsorship Inclusions in a professional and timely manner; provide the Sponsor with regular updates on the planning and execution of the Sponsorship Media; ensure the Sponsorship Media is produced in accordance with Applicable Laws; and notify the Sponsor promptly of any matter which may impact its ability to fulfil its obligations under this Agreement.
- 7.3 **Sponsor's warranties.** The Sponsor warrants that it owns or is licensed to use the Sponsor's Marks and any materials provided to the Company, and authorises the Company to publish and promote Sponsor Messages as agreed; that Sponsor Messages and related materials will comply with all Applicable Laws and will not infringe third-party rights; and that all advertised products and services will match descriptions and be available as promoted.
- 7.4 **Restrictions on joint promotions.** The Sponsor may not engage in joint promotions with third parties concerning the Sponsorship Media without the Company's prior written consent.

- 7.5 **General assistance.** The Sponsor will provide reasonable assistance in connection with the exploitation of Commercial Rights.
- 7.6 **Authority and power.** Each party warrants it has full authority to enter into this Agreement and fulfil its obligations without restriction.

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Exclusion and limitation of liability

- 8.1 **Provision of services on an as is basis.** The Company provides rights and benefits as is without warranties or conditions, except as explicitly stated.
- 8.2 **No guarantees on outcomes.** The Company does not guarantee outcomes, such as downloads, leads, or sales, from the Sponsorship Media.
- 8.3 **Limitation of liability.** The Company's maximum aggregate liability to the Sponsor for any loss, damage, or injury arising out of or in connection with this Agreement, whether due to breach, indemnity, tort (including negligence), statute, custom, law, or any other basis is limited to the total Sponsorship Fees paid by the Sponsor to the Company under this Agreement.
- 8.4 **Compliance with ACL.** Nothing in this Agreement is intended to exclude, restrict, or modify any non-excludable rights or guarantees that the Sponsor has under the ACL. To the fullest extent permitted by law, if the Company is found liable to the Sponsor for a failure to comply with such a guarantee, its liability will be limited, at the Company's discretion, to resupply of the services or the cost of resupply.
- 8.5 **Exclusion of indirect and consequential loss.** To the fullest extent permitted by law, the Company excludes liability for indirect, consequential or punitive damages arising out of this Agreement.
- 8.6 **Sponsor's contribution to loss or damage.** The Company's liability is reduced if the loss or damage is partly caused by the Sponsor or its Personnel.

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Intellectual property rights

- 9.1 **Ownership.** Each party retains ownership of its Intellectual Property.
- 9.2 **Licence for Sponsor's Marks.** The Sponsor grants the Company a worldwide, sub-licensable, non-exclusive, royalty-free licence to use the Sponsor's Marks, including the Sponsor's name, image, voice, and likeness (as applicable), solely in connection with the versions created during the Term, as follows: during the Term, to deliver the Sponsorship Rights; and post-Term, to promote and archive the Content that was created during the Term and any associated supporting elements included in the Sponsorship Inclusions.
- 9.3 **Developed IP.** All Intellectual Property Rights in any materials developed by the Company in connection with this Agreement (including the Content) are owned by the Company. The Company grants the Sponsor a non-exclusive, royalty-free licence to use the Content for approved purposes, subject to the Company's prior written consent.
- 9.4 **Consultation.** Each party will consult with, and comply with the reasonable directions of, the other party in relation to its use of the Sponsor's Marks or the Company's Marks (as applicable).

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Cancellation, changes and refunds

- 10.1 **Moving a date.** If either party needs to move an Activation, the parties will agree a new date in writing. If no new date can be agreed within 60 days of the original, either party may cancel that Activation under clause 10.2.
- 10.2 **Cancelling before the Materials Deadline.** Either party may cancel an Activation by written notice at any time before that Activation's Materials Deadline. The Company will refund the portion of the Sponsorship Fee attributable to that Activation in full.

- 10.3 Cancelling after the Materials Deadline.** Once an Activation's Materials Deadline has passed, that Activation is committed and the portion of the Sponsorship Fee attributable to it is non-refundable. The Company will still work with the Sponsor on a fair alternative, such as rescheduling or substituting an Activation of comparable value, where it reasonably can.
- 10.4 Packages of more than one Activation.** Where the Particulars include more than one Activation, clauses 10.2 and 10.3 apply to each Activation separately. Cancelling one Activation does not cancel the others. Where the Particulars state a single fee for a package, the portion attributable to an Activation is a reasonable pro-rata share determined by reference to the Sponsorship Inclusions.
- 10.5 No other refunds.** Except as set out in this clause 10 and in clause 11.2, all payments made by the Sponsor under this Agreement are non-refundable to the fullest extent permitted by law.

11 Termination

- 11.1 Termination with cause.** Either party may terminate this Agreement with immediate effect by written notice if an Insolvency Event occurs; a party does anything which may bring the other party into disrepute; the other party commits a breach that cannot be remedied; or the other party commits a breach that can be remedied but is not remedied within 14 days of receiving notice to do so, including but not limited to non-payment, unauthorised use of Intellectual Property, or failure to uphold confidentiality obligations.
- 11.2 Refund on termination.** If the Sponsor terminates under clause 11.1, the Company's liability is limited to a refund of the Sponsorship Fee attributable to Activations that have not yet passed their Materials Deadline. If the Company terminates under clause 11.1, no refund will be issued to the Sponsor.
- 11.3 Consequences of termination.** On termination or expiry of this Agreement the Sponsorship Rights cease immediately; each party must permanently destroy or return all copies of the other party's Confidential Information in its possession or control, on request by the other party, including documents containing or referring to the other party's Confidential Information; and any accrued rights or remedies of each party will not be affected by the expiry or termination of this Agreement.

12 Force majeure

- 12** The Company is not liable for any failure or delay in performing its obligations under this Agreement if hindered by a Force Majeure Event.

13 Confidentiality and privacy

- 13.1 Confidentiality.** Each party must keep the Confidential Information of the other party confidential and not disclose it, or allow it to be disclosed, except: with the prior written consent of the party; where the information is in the public domain, other than as a result of a breach of confidentiality; where required by Applicable Law, in which case the disclosing party will consult with the other party where feasible; where disclosure is necessary to give effect to this Agreement; when disclosure is to Personnel who have a need to know; or for legal proceedings related to this Agreement.
- 13.2 Privacy.** Each party must comply with the Privacy Laws in respect of any Personal Information used in connection with this Agreement; not process, transfer or disclose any Personal Information outside Australia unless reasonably necessary to meet its obligations under this Agreement; and take reasonable steps, when requested by the other party, to assist the other party to comply with its obligations under the Privacy Laws and any privacy statements or policies issued by it.

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Disparaging comments

- 14 In addition to the confidentiality obligations in clause 13, a party must not make, and must ensure its Personnel do not make, any disparaging comments about the other party or their Personnel, including through social media or public statements, at any time during or after the Term.

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Notices

- 15 Notices under this Agreement must be in writing and sent by email, delivered in person, or posted by pre-paid registered post to the email or physical address set out in the Particulars, or as updated by that party in writing. Proof of posting or email dispatch will serve as proof of receipt. Notices are deemed received 3 business days after registered post, or the next business day after email dispatch. If a notice is sent by post, a copy must also be sent by email.

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General provisions

- 16.1 **Variation.** Amendments to this Agreement must be in writing and signed by both parties.
- 16.2 **No waiver.** Waivers must be in writing and signed, effective only as specified.
- 16.3 **Assignment and novation.** Rights under this Agreement are not assignable or subject to novation without prior written consent, which must not be unreasonably withheld.
- 16.4 **Counterparts.** This Agreement may be executed electronically and in counterparts. Counterparts may be delivered electronically which together constitute one legally binding instrument.
- 16.5 **Costs.** Each party is responsible for its own costs related to this Agreement.
- 16.6 **Severability.** If a provision is invalid or unenforceable, it will be severed to the extent necessary without affecting the Agreement's overall nature.
- 16.7 **Survival.** Any clause that by its nature is intended to survive termination or expiration of this Agreement will remain in effect in accordance with its terms.
- 16.8 **Time of the essence.** Time is essential for any date, period, or payment obligation under this Agreement.
- 16.9 **Relationship of the parties.** This Agreement does not create employment, joint venture, partnership, or principal-agent relationships between the parties. Nothing in this Agreement imposes fiduciary duties on either party.
- 16.10 **Entire agreement.** This Agreement represents the entire agreement between the parties on its subject matter, superseding prior discussions or agreements.

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Governing law and jurisdiction

- 17 This Agreement is governed by the laws of Queensland. Each party submits to the exclusive jurisdiction of the courts of Queensland.

Version history

Each published version stays available. The version named in your Particulars is the version that governs your agreement, whatever is published later.

VERSION	PUBLISHED	STATUS	WHAT CHANGED
v1.1	10 August 2026	Current	One set of terms covering every Add To Cart sponsorship, from a single placement to an annual partnership, with everything deal-specific deferred to the Particulars.

Add To Cart Sponsorship Terms, version 1.1, published 10 August 2026.

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