

# VISUAL ASSETS LICENCE ORDER TERMS AND CONDITIONS

These terms and conditions apply to the Licence granted to the South Australian Tourism Commission ("SATC") by the Supplier ("Supplier") of the visual asset material ("Material") described in the Visual Assets Licence Order ("Order").

## BACKGROUND

- (a) SATC is the South Australian Government agency responsible for the development and promotion of South Australia as a tourism destination.
- (b) The SATC and other State Government agencies use and distribute an extensive range of visual media to support South Australian tourism, events and business activities.
- (c) The Supplier has offered to provide the Material for use by SATC in accordance with the Order and these terms and conditions and the SATC has accepted that offer.

## INTELLECTUAL PROPERTY OWNERSHIP AND/OR USE RIGHTS

The Supplier grants SATC and all South Australian Government agencies, a non-exclusive, irrevocable, perpetual, worldwide licence ("Licence") to publish, modify, reproduce, communicate and distribute the Material by any means (including digital) for the following purposes:

- ▶ Promotion of South Australia as a tourism, events and business destination.
- ▶ Distribution to third parties for them to promote South Australia as a tourism, events and business destination.
- ▶ Provision to Tourism Australia for inclusion in media galleries and distribution for the promotion of Australia as a tourism, events and business destination.

The Licence will commence on the provision of the Material to the SATC by the Supplier. If SATC distributes Material to third parties SATC will not charge third parties for the use of the Material, except for the cost of dubbing, copying and delivery of the Material which will be recovered by SATC.

Under the Licence, SATC and other South Australian Government agencies are permitted to use the Material in the commercial arena to a global audience including but not limited to:

- ▶ the World Wide Web and associated distribution mechanisms (blogs, email, e-newsletters, social media etc);
- ▶ multi-media applications;
- ▶ free to air and paid television;
- ▶ video (i.e. trade and consumer applications, in-flight viewing etc)
- ▶ print publications;
- ▶ press advertising and editorial;
- ▶ promotional items (t-shirts, mugs, posters, signs, etc);
- ▶ billboards/outdoor/OOH advertising.

SATC will ensure that any requests for use of the Materials listed below by a third party for uses other than promoting South Australia will be referred back to the Supplier of the Material to negotiate other arrangements.

The Supplier acknowledges that the SATC is not able to control and has no liability for the use of the Material contrary to the terms of the Licence.

## THE SUPPLIER'S WARRANTY AND INDEMNITY

The Supplier warrants that:

- (a) it is the bona fide owner of all intellectual property rights in the Material or if the Supplier is not the intellectual property rights owner then it has been duly authorised to act on behalf of the intellectual property rights owner, and the Supplier agrees to provide written evidence of that authority to SATC if requested;
- (b) it complied with all laws, regulations and other requirements in the creation or capture of images in the Material;
- (c) the Material the subject of this Agreement does not infringe the intellectual property rights of any third party; and
- (d) that releases have been obtained from any talent, models, persons and properties shown in the Material which enable the Supplier to provide the Licence to the SATC in accordance with these terms and conditions.

The Supplier will indemnify SATC if there is any breach of the warranties specified in sub clauses (a), (b), (c) or (d) above.

## PRICE

In consideration for granting the Licence, SATC will pay the Price stated on the Order.

The SATC will make payment once the Materials have been delivered to the SATC in an Approved Format with 30 day of receipt of a tax invoice which includes the suppliers address, ABN and bank details.

The Price includes all taxes, duties or government charges imposed or levied in Australia or overseas in connection with this Agreement.

The Price includes all costs of compliance with the obligations under this Agreement. No other cost or expenses are payable by the SATC.

The Supplier:

**(a)** acknowledges that SATC may be obliged under taxation laws to deduct a withholding from the fees payable to the Contractor under this Agreement; and

**(b)** agrees that if SATC is obliged to deduct such a withholding, SATC is entitled to do so under this Agreement and will not be required to pay any compensation to the Supplier.

## DELIVERY

The Supplier must deliver the Materials in an Approved Format as follows:

By email to: [visualassets@sa.gov.au](mailto:visualassets@sa.gov.au)

By post to: **Brand Assets Coordinator**

South Australian Tourism Commission

GPO Box 1972 ADELAIDE SA 5001

## GENERAL

The Supplier consents to use of the Material without attribution. The parties may not terminate or vary this Agreement except by written agreement signed by both parties. The parties agree that any termination of the Agreement shall be of prospective effect only, and that SATC shall not be required to recover, destroy, or surrender any publication, reproduction, communication or other use of the Material effected prior to the date of termination.

This Agreement constitutes the entire agreement between the parties and replaces any previous agreement between them relating to intellectual property rights in the Material.

## SPECIAL CONDITIONS

These terms and conditions are subject to any Special Conditions included on the Order. In the event of a conflict between these terms and conditions and the Special Conditions included on the Order the Special Conditions shall take precedence.

## APPLICABLE LAW

This Agreement must be read and construed according to the laws of the State of South Australia and the parties submit to the jurisdiction of that State.

## FORMATS OF MATERIAL PROVIDED

The Material to be provided to the SATC should be of the highest possible quality. The following are Approved Formats for the delivery of the Materials.

### Photographs:

- ▶ CMYK
- ▶ TIFF
- ▶ 300dpi
- ▶ A3 420mm x 297mm (if possible)

### Artwork (i.e. maps, diagrams):

- ▶ Editable EPS/Vector file (Preference is for Illustrator files)

### Video footage:

- ▶ Frame Size: 1920 x 1080 or 1280 x 720
- ▶ Editing Timebase: 25fps
- ▶ Field Dominance: None
- ▶ Pixel Aspect Ratio: Square
- ▶ Anamorphic 16:9: Off
- ▶ Video Processing: High Precision YUV allowed (8-bit)
- ▶ White Point: White
- ▶ Compressor:
  - ▶ Uncompressed 8-bit 4:2:2 or HDV 720p25
  - ▶ Millions of Colours (24-bit)
  - ▶ No Data Rate Limit
  - ▶ No Keyframes Set
  - ▶ Quality 100
- ▶ Audio Settings: 16-bit, 48,000kHz Stereo

### Online video: QuickTime Settings

- ▶ Description: H.264 for medium-bandwidth streaming
- ▶ File Extension: mov
- ▶ Estimated file size: 87.89 MB/hour of source
- ▶ Audio Encoder
  - ▶ AAC, Mono, 32,000 kHz
- ▶ Video Encoder
  - ▶ Width: 320
  - ▶ Height: 240
  - ▶ Pixel aspect ratio: Square
  - ▶ Frame rate: 12
  - ▶ Codec Type: H.264
  - ▶ Temporal quality: 50
  - ▶ Min. temporal quality: 50
  - ▶ Average data rate: 204.8 (Kbps)
  - ▶ Maximum data rate: 204.8 (Kbps)

### Flash Settings

- ▶ Ratio: 4 x 3
- ▶ Video: 150kb/s
- ▶ Sound: 32kb/s
- ▶ Pixels: 320 x 240
- ▶ Codex: Flash default