



AEAS MARKETING PACKAGES TERMS AND CONDITIONS

Participating schools (The Participant) acknowledge and agree to these Terms and Conditions at the time of acceptance of a marketing package.

- A. AEAS is offering digital marketing packages for Australian schools to promote to international students, parents and education agents on the AEAS online platforms.
- B. The Participant wishes to register and participate in the selected Marketing Package(s).
- C. These Terms and Conditions are to be read in conjunction with the Marketing Package Proposal and online Application Form. In the event of any inconsistency, these Terms and Conditions take precedence to the extent of any inconsistency.
- D. Upon lodgement of the Application Form an agreement is entered into between AEAS and the Participant.

TERMS AND CONDITIONS

1 Definitions

Acknowledgement Email: means written email confirmation from AEAS accepting the Participant's application.

Agreement: means these Terms and Conditions of Participation, the Marketing Packages Proposal and the Application Form.

Ancillary service providers: means an organisation that provides services to the Australian school sector and may include student welfare, homestay organisations, health insurance and other related services.

Application Form: means the online Marketing Packages Registration Form, contained on AEAS's website.

Fee: means the amount specified in the Marketing Package Proposal, Application Form and Invoice that is required to be paid by the Participant to access the Marketing Package.

Invoice: means an invoice issued by AEAS to the Participant which specifies the Fee payable by the Participant to AEAS for each Marketing Package selected.

Marketing Package: means any of the grey, blue, red and red plus packages specified in the Marketing Packages Proposal. It may also include bespoke packages tailored and designed with individual schools.

Marketing Packages Proposal: means the grey, blue, red and red plus packages offered on a monthly basis and specified in the Proposal. The Proposal states the cost per package.

Participant: means an Australian located and CRICOS registered institution/school that has applied to AEAS for a Marketing Package.

Applications

2 Application Timeline: Participants must submit their application by no later than the 14th of the preceding month to access a package for the next month. Applications can be submitted in advance for future months.

3 Acceptance of Application: Following online submission of the Application Form, AEAS will assess the application and decide if the Participant is accepted for a Marketing Package. If the application is accepted, AEAS will issue an acknowledgement email to the Participant. In the event that AEAS does not accept an application, this Agreement shall cease. AEAS will notify the Participant by email within a reasonable time period if their application has not been accepted.

AEAS will prioritise acceptance of an Application for Participants that refer students for AEAS testing, with priority given to those that only accept AEAS testing for international students.

AEAS may also, at its sole discretion, consider applications from ancillary service providers to the Australian school sector if the service provided is relevant to the objectives of the Marketing Packages, assists students to make informed decisions about study in Australia or directly benefits an Australian School.

AEAS has sole discretion regarding acceptance of an Application and the Participant agrees and accepts that AEAS's decision is final and not subject to challenge. AEAS is not required to provide reasons for refusal of an application.

4 AEAS Testing: All participants must agree to refer students for an AEAS Test in preference to other school sector specific tests. This can be demonstrated by inclusion of the AEAS Testing acceptance in the school's website, entrance requirements and application documents. This is a condition of participation and participants will be asked to acknowledge this when completing the Application Form.

AEAS will provide an AEAS logo and link to the AEAS Testing website page which can be included on a school website and in publications.

5 Fee: The Fee is as stated in the Marketing Packages Proposal. The Participant agrees to pay the Fee as invoiced.

6 Payment: Once the Participant has been accepted, AEAS will provide the Participant with an invoice for the Fee which must be paid with 14 days of the invoice date. In the event that the Participant fails to pay the Fee by the due date, the application will be cancelled or, with the Participant's agreement, rescheduled for a future month.

Once AEAS has received payment of the Fee in full, the Participant's Marketing Package is confirmed.

Participants must pay for each Marketing Package in advance of the publication of the Participants content for the nominated month.

7 Shared Marketing packages: Shared marketing packages are not permitted. Participants are not permitted to promote other schools, organisations or tests. Exceptional circumstances may be discussed with an AEAS representative. AEAS may use its discretion to determine if the Marketing Package policy is to be waived.

8 Late applications: AEAS may, at its discretion, accept or reject an Application Form received after the specified deadline (see Clause 2). If AEAS accepts a late application, it will notify the Participant and will require immediate payment of the Fee in accordance with clause 6.



Marketing Packages

9 Marketing Packages: AEAS offers different marketing packages which are described in the Marketing Package Proposal.

10 Allocation of packages: AEAS will allocate one package type (Grey, Blue, Red, Red+) per month. Each month the maximum number of schools accessing a package will be four.

11 Timelines for Marketing Packages: Each package will be available for a calendar month commencing on the 1st of each month. AEAS reserves the right to extend a package.

12 AEAS responsibilities: AEAS will liaise with the Participant to prepare the content and can assist with copywriting if required.

- a. To fulfill the content requirements of the selected Marketing Package, the Participant may, during the subscription process, choose to:
 - i. supply their content to AEAS in its entirety; OR
 - ii. engage AEAS to assist with the production and copywriting of all written materials
- b. AEAS is not responsible for, nor can it assist with, the design or creation of the Participant's marketing collateral or any other visual or multimedia assets required to fulfill the content requirements of the selected Marketing Package.
- c. AEAS reserves ultimate editorial rights over all materials and assets published in fulfilment of its obligations of the Marketing Package. Where the Participant chooses to supply their own content in its entirety, AEAS will review such content to ensure its suitability for publication, and that it does not offend political, social or other sensibilities in the selected target market(s). Where AEAS determines that editorial changes to the Participant's content are necessary, these will be confirmed by AEAS with the Participant before publication.

Participant's General Responsibilities

13 Participant contact: The Participant will nominate a key contact person by no later than the middle of the preceding month who will work with AEAS to prepare the content for their marketing package.

14 Participant incurred costs: The Participant must arrange and pay all costs associated with preparation of content, including written content, photos and videos, to be included in their marketing package.

AEAS will liaise with Participants in relation to the content the Participant is preparing during the two weeks prior to the commencement of the marketing package, or earlier if a future month is confirmed, in relation to the content and design of posts, articles or advertisements.

15 Acknowledgment of Risk: The Participant acknowledges and agrees that it will not hold AEAS responsible for any damage, loss or harm as a consequence of its participation in the Marketing Package.

16 Insurance: The Participant must ensure that their insurance covers risks which may arise due to the Participant's involvement in the Marketing Package and that insurance is maintained at all relevant times.

Withdrawal & Cancellation

17 Withdrawal: If a Participant wishes to withdraw from the Marketing Package, written notice must be given to AEAS 14 days before the commencement of the package. Withdrawals will not be deemed received until the Participant has received written confirmation of their withdrawal from AEAS.

Upon withdrawal, the Participant forfeits 50% of the Fee, unless withdrawal is more than 30 days from the agreed month of the Marketing Package. This recognises that AEAS would not be able to offer the marketing package to another school for the following month.

In the event that the Participant withdraws within 14 days of the scheduled commencement of the Marketing Package the Participant forfeits the Fee in full (100%).

If a Participant withdraws from the Marketing Package, AEAS will not be liable for any loss or damage the Participant may incur as a consequence of the withdrawal.

The withdrawal policy enables AEAS to plan and implement each Marketing Package based on confirmed participants.

18 Cancellation or Postponement of a Marketing Package: AEAS may cancel, or postpone a Participant's Marketing Package to a future month, if:

- a. The content has not been provided by the Participant within agreed timelines;
- b. for administrative or technical reasons (e.g. the digital media platforms located in another country is not accessible or the Marketing Package may not achieve its purpose); or
- c. AEAS is unable to fulfil its obligations under the package due to unforeseen circumstances.

If AEAS cancels or postpones the Marketing Package, it will notify the Participant as soon as practicable.

If AEAS cancels the Marketing Package in accordance with clause 18 (a) or (b), AEAS will make all reasonable endeavours to refund the Fee to the Participant within 30 days of the cancellation.

If AEAS cancels or postpones the Marketing Package pursuant to this clause the Participant acknowledges and agrees that AEAS will not be liable to pay compensation, damages or costs to the Participant in respect of the cancellation or postponement of the Marketing Package.

General

19 Liability and Termination Rights: AEAS reserves the right to suspend or terminate services under this Agreement at its sole discretion and without liability if it considers there to be a breach of any Australian or local (foreign) law, by a Participant.

20 Force Majeure: AEAS will not be liable to the Participant for any loss suffered, nor be in default under this Agreement for any delay, failure or interruption resulting directly or indirectly from industrial action, internet disruptions, blackouts, fire, war,



terrorism, civil or military unrest, explosions, earthquakes, floods, labour disputes, pandemic, acts of God or any other event or cause beyond the control of AEAS, or if the delivery of the Marketing Package is adversely impacted by any of the causes nominated by this clause. AEAS shall refund funds on pro rata basis depending on the time of the Force Majeure event.

21 Indemnity: The Participant indemnifies AEAS, its employees and contractors (**the indemnified**) against all actions, proceedings, claims and demands which may be brought or made against the indemnified by any person in respect of any loss, damage or injury (including death) occurring to any person or property arising out of or in connection with:

- a. the Participant's involvement in the Marketing Package;
- b. the Promotional Materials owned and displayed on AEAS digital sites by the Participant, or by AEAS on behalf of the participant.

This indemnity includes any costs incurred by AEAS (including legal costs on a solicitor-client basis) in defending any actions, proceedings, claims and demands or in being represented at proceedings, inquiries or inquests.

22 Employees of Participant: Any rights conferred upon the Participants are deemed to have been conferred upon the Participant and its employees and any breach of these terms and conditions by any employee, or invitee of the Participant constitutes a breach of this Agreement by the Participant.

23 Intellectual Property: The Participant shall indemnify AEAS from and against all claims, liabilities, losses (including fines and penalties), damages and reasonable costs arising from any claim, suit or action (including legal costs and expenses) arising from reliance on information provided by the Participant for use by AEAS or for any breaches of third party intellectual property.

24 Privacy: The Participant consents to the personal information in the Application Form being collected and used by AEAS or its contracted service providers for the purpose of informing the Participant of other services, Marketing Proposals, Events, seminars, that are organised or promoted by AEAS.

Notwithstanding the above consent, all personal information collected by AEAS will only be used for the purpose for which it was provided and in accordance with relevant privacy legislation.

25 Licence: The Participant grants AEAS a non-exclusive, non-transferable and royalty free license to use the Participant's brand name(s), logo(s) and trademark(s) on any material related to the Marketing Package.

26 Variation: A provision of this Agreement can only be varied by a later written document executed by or on behalf of AEAS and the Participant.

27 Applicable law: These terms and conditions are governed by and are to be construed in accordance with the laws of Victoria. The Participant irrevocably and unconditionally submits to the non-exclusive jurisdiction of the Courts of the Victoria.

28 Severability: If any term, condition, provision or covenant contained in this Agreement is determined to be

illegal, void, prohibited, invalid or otherwise unenforceable, it will be severed from these terms and conditions and the remaining terms and conditions will survive and remain in full force and effect.

29 Survival on termination: All indemnities survive termination of this Agreement.