

# BATHURST NRL

## 10 JUNE 2017



The poster features the Bathurst Panthers logo on the left, a large white 'V' in the center, and the Canberra Raiders logo on the right. Below the logos, the text 'SATURDAY 10 JUNE' is written in large yellow letters, and 'CARRINGTON PARK, BATHURST' is written in white. At the bottom left, there are logos for the NRL, Bathurst Regional Council, and Ticketek. At the bottom right, the website 'bathurstnrl.com.au' is listed.

**PANTHERS** V **CANBERRA RAIDERS**

**SATURDAY 10 JUNE**  
**CARRINGTON PARK, BATHURST**

   [bathurstnrl.com.au](http://bathurstnrl.com.au)

# SPONSORSHIP PROSPECTUS

# BATHURST NRL | 10 JUNE 2017

## EVENT DETAILS

The Bathurst NRL is back in its fourth year as Penrith Panthers take on Canberra Raiders on Saturday 10 June at Carrington Park. A Group 10 game will kick off the afternoon of football before the main game at 5.30pm.

## BENEFITS OF SPONSORSHIP

Sponsoring the Bathurst NRL will provide your organisation with great exposure across the central west. The Bathurst NRL attracts a wide range of interest with over 7,000 people in attendance on game day, with 51% of attendees from the local Bathurst area and the remaining 49% visiting from outside the 2795 region.

If you would like to sponsor the Bathurst NRL, please fill in the Sponsorship Application Form and return to Bree McManus, Events Assistant at [bree.mcmanus@bathurst.nsw.gov.au](mailto:bree.mcmanus@bathurst.nsw.gov.au) by Friday 19 May 2017. If you have any questions, please call Bathurst Regional Council on 02 6333 6158.

## SPONSORSHIP PACKAGES

**PACKAGE ONE (limited spaces) \$1,000 plus GST**

**TVC + On Field Signage**

- Options include four (4) x 15 second ads or 2 x 30 second ads
- Advertisement on two (2) x corflute signage at either end of try line

Footage to be provided by sponsor, no later than Friday 26 May 2017

**PACKAGE TWO (25 available) \$500 plus GST**

**On Field Signage**

- Advertisement on two (2) x corflute signage at either end of try line

The creation of corflute is provided by Bathurst Regional Council. All designs must be provided by sponsor. High resolution logo to be provided by sponsor, no later than Friday 26 May 2017.

# SPONSORSHIP APPLICATION FORM

To register your interest in sponsoring the 2017 Bathurst NRL, complete the form below and email to [bree.mcmanus@bathurst.nsw.gov.au](mailto:bree.mcmanus@bathurst.nsw.gov.au) by **Friday 19 May 2017**.

ORGANISATION \_\_\_\_\_

CONTACT PERSON \_\_\_\_\_

JOB TITLE \_\_\_\_\_

ADDRESS \_\_\_\_\_

\_\_\_\_\_

PHONE \_\_\_\_\_ MOBILE \_\_\_\_\_

EMAIL \_\_\_\_\_ WEBSITE \_\_\_\_\_

SPONSORSHIP PACKAGE \_\_\_\_\_

## Terms and Conditions

- A completed and signed Sponsorship Application Form (this form) must be submitted to apply for sponsorship
- A signed agreement and a tax invoice will be forwarded upon receipt of this form
- The sponsorship will not be deemed confirmed until full payment has been paid
- Placement and size of logos included in the Bathurst NRL material will be at the discretion of Council staff and will reflect the sponsorship package chosen
- Placement of TVC material will be at the discretion of Council staff
- High resolution logos and TVC material must be sent to Council by 26 May 2017

I agree and understand the Terms and Conditions as described

NAME \_\_\_\_\_

SIGNATURE \_\_\_\_\_

DATE \_\_\_\_\_

# Sponsorship Terms & Conditions

## Sponsorship of the 2017 Bathurst NRL

With effect from the date on which Bathurst Regional Council (ACN 173 522 302) provides written confirmation of acceptance of the sponsorship application of the entity or person named on the sponsorship registration form ("the Registration Form") which incorporates these terms and conditions and in consideration of the sponsorship fee specified in the Registration Form ("the Sponsorship Fee"), Bathurst Regional Council grants to such entity or person named in the Registration Form ("the Sponsor") the benefits of sponsorship in respect of the event set out in the 2017 Bathurst NRL Sponsorship Prospectus ("Sponsorship Prospectus"), subject to the following terms and conditions ("the Sponsorship Terms"), which read with the Registration Form, written acceptance of the sponsorship application, form the "Sponsorship Agreement":

1. Bathurst Regional Council will advise each entity or person who submits a sponsorship application as part of their Registration Form for consideration as soon as practicable whether their sponsorship application has been accepted and, if so, which sponsorship package they will be providing.
2. Payment of the Sponsorship Fee must be made by or on behalf of the Sponsor by the date specified in the Registration Confirmation letter from Bathurst Regional Council or, if no date is specified, in accordance with the payment terms specified in any invoice issued by Bathurst Regional Council with respect to participation at the Sponsorship Event ("the Final Date for Payment").
3. Should Bathurst Regional Council not receive payment of the full Sponsorship Fee by the Final Date for Payment, Bathurst Regional Council shall have the right to immediately terminate the Sponsorship Agreement by providing written notice of such termination to the Sponsor, thereby cancelling the Sponsor's Sponsorship Rights conferred on Bathurst Regional Council under the Sponsorship Agreement or by law.
4. The following shall apply with respect to cancellations:
  - 4.1. In the event that Bathurst Regional Council cancels the Sponsorship Event, Bathurst Regional Council agrees to refund any payment(s) made to Bathurst Regional Council (including the Sponsorship Fee) by the Sponsor.
  - 4.2. In the event that the Sponsor cancels their sponsorship within two (2) weeks of the Bathurst NRL, the Sponsor may be subject to a reasonable cancellation fee or any Sponsorship Fee paid (whether paid in part or in full) shall be non-refundable (at Bathurst Regional Council's sole election). Upon cancellation for any reason these Sponsorship Terms will be at an end and the Sponsor and Bathurst Regional Council will be released and discharges the other from further performance under these Sponsorship Terms. For the avoidance of doubt, the rights and obligations of the parties accrued prior to cancellation continue to apply.
5. To the maximum extent permitted by law, Bathurst Regional Council may in its sole and absolute discretion postpone or amend a Sponsorship Event, provided that it shall notify the Sponsor of any such postponement or amendment, and in the event of any postponement or amendment of a Sponsorship Event to a date on which the Sponsor cannot attend, Bathurst Regional Council shall refund to the Sponsor any Sponsorship Fee paid in respect of the Sponsorship Event and Bathurst Regional Council will not be liable for any other direct or indirect damages, cost, expense, loss, liability or loss of enjoyment arising in any way out of any postponement or amendment of a Sponsorship Event.
6. The Sponsor shall be entitled to the Sponsorship Package benefits only and nothing in the Sponsorship Terms or the Events Terms (as defined below) shall be construed as granting any other rights or benefits to the Sponsor whatsoever.
7. Notwithstanding anything else contained in these Sponsorship Terms the grant and exercise of Sponsorship Package is still subject to Bathurst Regional Council's prior approval of the Sponsor's advertising and promotional content or material to be used in accordance with the Sponsorship Package, including, without limitation, any content or materials of a third party ("Sponsor Content"). Bathurst Regional Council reserves the right to withhold approval of and refuse permission to display Sponsor Content on any basis whatsoever and shall not be held liable for any loss, claim, demand, obligation, expense, cost or damage the Sponsor may expend, suffer or incur by reason of or in any way consequent upon, arising out of or incidental to, Bathurst Regional Council's decision to withhold approval of the Sponsor Content.
8. The Sponsor shall be solely responsible and liable for all and any Sponsor Content and/or materials used in exercise of the Sponsorship Package including, without limitation, any content and/or materials of a third party.
9. Bathurst Regional Council shall not be liable for any loss, damage, action, demand, expense, claim or obligation which the Sponsor has or may expend, suffer or incur pursuant to or arising from exercising the Sponsorship Package or participating as a sponsor at the Sponsorship Event, provided that the exclusion of liability contained herein shall not be applicable in the case of loss, damage, action, demand, expense, claim or obligation expended, suffered or incurred as a result of any gross negligence on the part of Bathurst Regional Council.
10. The Sponsor warrants that all Sponsor Content published, displayed, broadcast, advertised, exhibited or otherwise promoted by the Sponsor pursuant to the Sponsorship Rights:
  - 10.1. Is truthful and accurate and complies in all respects with all applicable legislation (including the provisions of the Competition and Consumer Act 2010 ("CCA"), to the extent that it is applicable), regulations, rules and standards (including, but not limited to, decency, privacy and intellectual property rights); and
  - 10.2. Complies with these Sponsorship Terms.
11. No part of an exhibit and signage or other materials may be pasted, nailed, or otherwise affixed to walls, doors or other surfaces in a way that marks or defaces the premises (or any equipment and furnishings on the premises) where the Sponsorship Event is located. Damage and loss that arises from failure to observe this clause is payable by the Sponsor.
12. The Sponsor undertakes that it shall comply in all respects with all applicable legislation (including the provisions of the CCA, to the extent that it is applicable), regulations, rules and standards which may at any given time regulate, and be applicable to, its conduct and behaviour in the course of exercising the Sponsorship Package.
13. In exercising the Sponsorship Package, the Sponsor shall not do anything or become involved in any situation which, in the reasonable opinion of Bathurst Regional Council, brings Bathurst Regional Council into public disrepute, contempt, scandal or ridicule, offends public opinion or reflects unfavourably upon Bathurst Regional Council's reputation (as to do so would breach these Sponsorship Terms) and Bathurst Regional Council will be the sole arbiter in this regard.
14. Bathurst Regional Council reserves the right to immediately cancel, refuse and withdraw from the Sponsor the Sponsorship Package, without notice, where the Sponsor is in breach of the Sponsorship Agreement. If the Sponsorship Packages are withdrawn then the Sponsor shall immediately withdraw from publication, display, broadcast, advertisement, exhibition or otherwise all Sponsor Content promoted by the Sponsor pursuant to the Sponsorship Package. If the Sponsor is in breach of the Sponsorship Agreement and Bathurst Regional Council withdraws from the Sponsor the Sponsorship Package, any price paid to Bathurst Regional Council for the Sponsorship Rights by the Sponsor (including the Sponsorship Fee) will be non-refundable.
15. Bathurst Regional Council may plead these Sponsorship Terms in bar to any claim, action, proceeding or suit brought by the Sponsor against Bathurst Regional Council for any matter, circumstance or thing arising out of, concerning or in any way relating to the Sponsorship Event.
16. This Sponsorship Agreement shall be governed by the laws of the State of New South Wales and the Sponsor agrees to submit to the exclusive jurisdiction of the courts thereof.
17. No warranties, representations, guarantees or other terms and conditions of any nature not contained or recorded in the Sponsorship Agreement are of any force or effect.