



## ADVERTISER AGREEMENT

### PARTIES

Curated Businesses Pty Ltd ACN 631 625 164 of 124 Buckley Road, Burpengary East, QLD 4505, Australia ("Curated Businesses")

AND

Full Name of Individual or Company:

Trading name (if different from above):

ABN or ACN (if within Australia):

Physical (street) address:

Instagram handle:

("Receiving Party")

### BACKGROUND

- A. Curated Businesses Pty Ltd is a marketing and social media promotions firm incorporated in Australia. Curated Businesses co-ordinates sponsored marketing campaigns via their verified Instagram account @curatedbusinesses.
- B. The Receiving Party has agreed to purchase an advertiser spot in Curated Businesses' upcoming marketing campaign as detailed herein.

#### 1. Campaign details:

<b>Host account:</b>	@curatedbusinesses
<b>Content:</b>	1 x Professionally shot photograph or graphic designed image promoting prize
<b>Prize:</b>	1 winner: 10K USD cash
<b>Commencement date:</b>	Exact date and time TBC August 2019 (AEST)
<b>Duration:</b>	48 hours on @curatedbusinesses Instagram account

- 1.1. Content will be posted on the Host account on the commencement date.
- 1.2. The campaign host account will be following the Receiving Party, together with a range of other businesses taking part in this promotion.
- 1.3. As part of the entry criteria, entrants will be required to follow all businesses the host account is following.
- 1.4. Eligibility of entrants will vary by region, in accordance with local laws.
- 1.5. Competition terms and conditions will be published online at [www.curatedbusinesses.com](http://www.curatedbusinesses.com)
- 1.6. Curated Businesses will engage the services of a government approved and compliant third party facilitator to conduct a random draw of all eligible entrants. A fully qualified independent scrutineer is also engaged to oversee the random draw. The winner will be announced online via [www.curatedbusinesses.com](http://www.curatedbusinesses.com) 24-48 hours after completion of the campaign.

## **2. Posting requirements**

- 1.1 The Receiving Party has purchased a secret spot in this campaign. As a *secret participant* the Receiving Party is not required to promote this campaign to their followers on their Instagram account. This eliminates the Receiving Party having to share their followers with potential competitors.
- 1.2 At their discretion, the Receiving Party may still elect to share the campaign with their followers. If the Receiving Party elects to post, the campaign host account should to be tagged in the caption only. The talent is not to be tagged in the image or caption, and no hashtags are to be added to the post caption or comments on the post.
- 1.3 For the duration of this campaign, the Receiving Party:
  - (a) will not create any contextual or surrounding posts or other material on any of their social media channels that in any way detracts from, dilutes the effect of, or undermines the campaign;
  - (b) will not run or promote any giveaways or competitions via social media, and any posts relating to closed promotions within the most recent 9 posts on the Receiving Party's Instagram feed will be deleted or archived for the duration of this campaign.

## **3. Instagram Handle**

- 3.1. The Receiving Party has nominated the Instagram handle set out on Page 1 of this Agreement for inclusion in this campaign.
- 3.2. There is a \$250 (AUD) administration fee to change the nominated handle prior to the Commencement Date, and all changes must be requested via email.
- 3.3. No changes to the Instagram handle will be approved in the 48 hour window prior to the campaign going live.

#### **4. Interruption of campaign duration**

4.1. In the unlikely event that the campaign duration is interrupted for any reason, including but not limited to:

- (a) early deletion of the campaign post due to Instagram's Artificial Intelligence software;
- (b) early or accidental deletion of the campaign posts by any other person;
- (c) any outage of the host account;
- (d) war, terrorism, state of emergency or disaster (including natural disaster);
- (e) infection by computer virus, bugs, tampering, unauthorised intervention, technical failures which corrupt or affect the administration, security, fairness, integrity or proper conduct of the campaign;
- (f) any alteration to any Instagram terms of service, access or permission in such a way that adversely affects the campaign,

the campaign duration will be extended by a duration proportionate to the outage time, unless satisfactory results have already been gained by all participants. Any decision in this regard is completely at the sole discretion of Curated Businesses.

4.2. In the event of an interruption to the campaign as referred to in this clause, Curated Businesses will:

- (a) continue to use utilise best practice strategies, industry knowledge and liaise closely with Instagram with an aim to deliver optimum campaign results;
- (b) contact the Receiving Party by email as soon as practically possible, informing them of the interruption and the chosen course of action;
- (c) cover any additional cost incurred in extending or boosting the campaign through the utilisation of paid sponsorship, introduction of additional sponsors, or any other methods that Curated Businesses may deem appropriate in the circumstances.

4.3. In the event of a campaign interruption as referred to in this clause, the Receiving Party agrees that an extension of the campaign duration will be an appropriate remedy and readily and accepts that no further compensation or refund will be offered to the Receiving Party.

#### **5. Unsolicited offers**

5.1. The soliciting of all giveaway participants and members of the Curated Businesses networking groups is strictly prohibited. For thirty (30) days prior to, and following completion of, this campaign, the Receiving Party is not to contact:

- (a) other participants of this campaign; and/or
- (b) representatives of Curated Businesses;

with unsolicited offers for personal or business gain.

#### **6. Online etiquette**

6.1. Curated Businesses have a zero bullying policy. Offensive, rude, slanderous or defamatory statements, sharing of any Curated Businesses group chats and

discussions or any other like conduct that could negatively impact on other businesses (whether part of the Curated Businesses networking group or not), will result in the Receiving Party being immediately removed from the giveaway and any affiliated networking groups.

## **7. Mailing list**

- 7.1. The Receiving Party consents to receiving commercial electronic marketing messages from Curated Businesses. Curated Businesses will never give out details to third parties without express consent.

## **8. Cooperation, Limitation of Liability, and Class Action Waiver**

- 8.1. The Receiving Party acknowledges and agrees that:

- (a) the total cumulative liability of Curated Businesses in connection with this Agreement and the promotion will not exceed the amount of any payments actually received by Curated Businesses from the Receiving Party under this Agreement in the one-year period immediately preceding the event giving rise to the liability, under any legal theory and including any type of damages, such as direct, indirect, consequential, incidental, punitive, special, or exemplary damages; and
- (b) each of the Receiving Party and Curated Businesses expressly and irrevocably waive the right to assert, participate in, or receive money or any other relief from any class, collective, or representative proceeding and will only submit such party's own individual claims and will not seek to represent the interests of any other party.

## **9. Confidentiality Obligations**

- 9.1. Confidentiality is a material part of this Agreement. Confidentiality ensures the optimum success of current and future campaigns for all participants.
- 9.2. Confidential Information means information that:
- (a) is by its nature confidential;
  - (b) is designated by Curated Businesses as confidential; or
  - (c) the Receiving Party knows or ought to reasonably have known is confidential in nature; and
  - (d) includes all information relating to this promotion, whether in a document, email, on social media, or provided orally.
- 9.3. The Receiving Party acknowledges that all information shared by Curated Businesses, including but not limited to, talent names, buy-in costs and running methods is proprietary confidential information owned by Curated Businesses is to remain strictly confidential and shall not be disclosed in any manner or form.
- 9.4. The Receiving Party:
- (a) acknowledges the confidential, sensitive, and proprietary nature of the Confidential Information;
  - (b) agrees that the Confidential Information is valuable to Curated Businesses; and

- (c) agrees to keep confidential, and not directly or indirectly divulge or communicate or otherwise disclose the Confidential Information, in whole or part, to any third party.
- 9.5. The Receiving Party must not:
- (a) use any of the Confidential Information for any purpose other than this promotion.
  - (b) exploit the Confidential Information for its own benefit, for the benefit of any other person or for any other purpose, or allow any other person to do so without the prior written consent of Curated Businesses (which may be withheld in its absolute discretion);
  - (c) use any of the Confidential Information in a manner or for a purpose detrimental to Curated Businesses or its related bodies corporate (if any);
- 9.6. The Receiving Party must;
- (a) keep effective control of all Confidential Information received under or in connection with this Agreement;
  - (b) take all precautions that are reasonably necessary to prevent any theft, loss or unauthorised use or disclosure of that Confidential Information; and
  - (c) promptly inform Curated Businesses of any suspected or actual unauthorised use or disclosure of Curated Businesses' Confidential Information.
- 9.7. The Receiving Party may disclose the Confidential Information to certain authorised persons, such as its directors, officers, agents, employees, advisers, and financiers on a strictly "need to know" basis provided that the Receiving Party ensures that these persons are under equivalent obligations of confidence to the Receiving Party as provided in this Agreement, as if those persons were a party to this Agreement.
- 9.8. A breach of such a term or condition by such an authorised person shall be regarded as a breach of this Agreement by the Receiving Party.
- 9.9. The Receiving Party acknowledges that:
- (a) a breach of any of the Receiving Party's obligations under this Agreement may result in Curated Businesses suffering loss and damage including, without limitation, consequential loss, and may cause irreparable damage to Curated Businesses; and
  - (b) in the event of a breach, or threatened, or anticipated breach, of this Agreement;
    - i. damages alone may be an inadequate remedy for Curated Businesses; and
    - ii. Curated Businesses is entitled to seek an interim, interlocutory or permanent injunction restraining the Receiving Party without showing or proving any actual loss or damages sustained by the Curated Businesses.
  - (c) The confidentiality obligations imposed by this Agreement continue indefinite.

## 10. Jurisdiction

10.1. This Agreement is to be governed by, and construed in accordance with, all applicable laws in force in the State of New South Wales, Australia from time to time, and the Parties submit to the non-exclusive jurisdiction of the courts of this jurisdiction.

### **Post Campaign Marketing**

10.2. A drop-off of followers post campaign is normal and expected. There is a distinct correlation between drop-off rate and content quality.

10.3. To enhance the effectiveness of this campaign, Curated Businesses strongly recommends that the Receiving Party develop and implement a comprehensive marketing and content strategy before and after commencement of this promotion.

10.4. Curated Businesses makes no promise regarding post-campaign conversion rates, and recommends utilising the services of an expert in conversion rate optimisation if the Receiving Party needs assistance with that aspect of their marketing.

### **11. No Guarantee of Results**

11.1. The Receiving Party acknowledges that:

- (a) Curated Businesses makes no prediction, promise or guarantee of actual gain results of this campaign;
- (b) any case study or forecast results are estimates based purely on prior giveaway testimonials, results and comparisons with similar accounts and should not be relied upon as a guarantee of the actual performance of this campaign;
- (c) similar campaigns conducted by the Curated Businesses are not to be relied on as a guaranteed indication of the outcome of this campaign;
- (d) Curated Businesses will not offer any refund or compensation if the campaign does not reach expected outcomes;

11.2. The Receiving Party acknowledges that this form of campaign is a form of digital advertising and is not an exact science and that a range of factors can affect the outcome of a campaign, including but not limited to, search engines, algorithms, current world events. Social media platforms and providers are constantly evolving and Curated Businesses has no control over external factors.

11.3. Curated Businesses does not engage in unethical illegal practices such as “buying” followers and/or other associated methods of increasing social media following.

11.4. Curated Businesses utilise best practice strategies, industry knowledge, Instagram recommendations, up-to-date technology and tried and tested techniques with an aim to continually deliver optimum results for their clients.

### **12. Due Diligence**

12.1. The Receiving Party confirms that it has conducted its own due diligence enquires as to the merits and risks of investing in this campaign, including but not

limited to, ensuring that the follower demographic of Curated Businesses aligns with the Receiving Party's target market.

12.2. Any case studies, statistics or demographics provided by Curated Businesses are provided in good faith only. The Receiving Party agrees that reliance on any information provided by Curated Businesses shall be at the Receiving Party's sole risk and liability.

**13. Entire Agreement**

13.1. This Agreement constitutes the entire agreement of the parties relating to the subject matter addressed in this Agreement. This Agreement supersedes all prior communications, contracts, or agreements between the parties with respect to the subject matter addressed in this Agreement, whether oral or written.

**EXECUTED** as a Deed on

**SIGNED SEALED AND DELIVERED  
by Curated Businesses Pty Ltd ACN  
631 625 164 in accordance with Section  
127(1) of the Corporations Act 2001**

.....  
**Schye Fox  
Director**

**SIGNED SEALED AND DELIVERED  
by  
in accordance with Section 127(1)  
of the Corporations Act 2001**

.....  
**Signatory name:  
Position held:**