

00 Month 2024

● Insert person name
Insert entity name
Address
City STT 0000

By email: Insert

Dear Insert name

.au Co-Marketing Program Agreement

.au Domain Administration Limited (ACN 079 009 340) (**auDA**) administers its Co-Marketing Program to enable initiatives for Registrars, and their nominated Resellers, to drive quality growth of .au domain name registrations.

Thank you for expressing interest in receiving funding assistance through the auDA Co-Marketing Program.

auDA is pleased to support the involvement of [insert entity name] (ACN insert) (**Recipient**) in the Co-Marketing Program on the terms outlined in this Agreement.

Please confirm your acceptance of these terms by signing and returning the enclosed copy of this letter to auDA. 31 December 2024

If we do not receive your signed acceptance by this date, then this offer to participate in the Co-Marketing Program lapses.

Yours sincerely

Rosemary Sinclair AM
Chief Executive Officer



EXECUTED AS AN AGREEMENT

Signed by **auDA** by its duly authorised representative:

.....
Signature

.....
Name

.....
Title

.....
Date
Witness:

.....
Signature

.....
Name

.....
Title

.....
Date

Signed by the **Recipient** by its duly authorised representative:

.....
Signature

.....
Name

.....
Title

.....
Date
Witness:

.....
Signature

.....
Name

.....
Title

.....
Date



Contract Details

auDA	.au Domain Administration Limited (ACN 079 009 340) of Level 19, 8 Exhibition Street, Melbourne VIC 3000
	<u>Nominated contact:</u> Name: Insert Title: Insert Phone: Insert Email: Insert
Recipient	Registrar Entity name: Insert ACN: Insert Address: Insert
	<u>Nominated contact person:</u> Name: Insert Title: Insert Phone: Insert Email: Insert
Term	Commences on the later of 1 July 2024 and the date of execution of this Agreement, and continues until the later of 30 June 2027 or the End Date.
Marketing Fund	Brand Activation Grant (Schedule 1) Campaign Funding Grant (Schedule 2)



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Recitals

- A. auDA administers its Co-Marketing Program to create initiatives for Registrars and Resellers to drive quality growth of .au domain name registrations.
- B. This Agreement sets out the terms and conditions on which:
 - (i) the Recipient is eligible to receive the Grant for each Marketing Fund from auDA as part of the Co-Marketing Program; and
 - (ii) auDA will make Campaign Toolkits available to the Recipient to support the Recipient undertaking the Fund Activities and providing Registrar Services.
- C. Defined terms are set out in clause 21 unless the context of the Agreement requires otherwise.

1. Eligibility criteria

- 1.1 The Recipient must, at all times during the Term:
 - (a) be a Registrar that is in Good Standing;
 - (b) actively market and promote the .au domain name space;
 - (c) not have threatened or commenced any legal action against auDA or the Registry Operator which has not been resolved;
 - (d) not be subject to an Insolvency Event;
 - (e) comply with all applicable Laws;
 - (f) take no actions which could reasonably be expected to harm auDA, its affiliates, or their reputations;
 - (g) comply with its obligations under its Registrar Agreement; and
 - (h) comply with its obligations and warranties under this Agreement,**(Eligibility Criteria).**
- 1.2 The Recipient must promptly notify auDA if it has any reason to believe that it is or may be unable to satisfy any of the Eligibility Criteria.

2. Fund activities

- 2.1 The Recipient must:
 - (a) undertake the Fund Activities and meet the Grant Requirements in accordance with this Agreement and as set out in relation to each Marketing Fund in the Schedules, with due care and skill and to a high professional standard;
 - (b) not breach any Grant Restrictions as set out in relation to each Marketing Fund in the Schedules;
 - (c) keep and maintain accurate records in sufficient detail to enable auDA to verify the Recipient's compliance with this Agreement, including records in relation to all Fund Activities undertaken and use of the Grant **(Records)**;
 - (d) notify auDA in writing within 2 Business Days of any complaint received, or legal action threatened or commenced, in connection with this Agreement or the Fund Activities;
 - (e) retain the Records for a period of 7 years after the end of the Term; and



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- (f) comply with auDA's reasonable directions in relation to the Recipient's performance of its obligations under this Agreement, including undertaking the Fund Activities.

3. Payments

- 3.1 auDA will pay the Recipient the Grant in accordance with the Payment Terms, provided the Recipient:
 - (a) satisfies the Eligibility Criteria;
 - (b) performs its obligations under this Agreement, including that it has performed the requisite Fund Activities to receive the Grant;
 - (c) provides auDA with a valid tax invoice for payment of the Grant.
- 3.2 The Recipient may only use the Grant for the purpose of performing the Fund Activities in accordance with the terms of this Agreement, including relevant conditions attributable to each component of the Grant outlined in the Schedules.
- 3.3 If the Recipient does not or ceases to meet the Eligibility Criteria during the Term, without limiting its rights, auDA may:
 - (a) withhold payment of part or all of the Grant; and
 - (b) require the Recipient to reimburse auDA for any amounts paid by auDA to the Recipient.
- 3.4 On expiry of the Term, without limiting its rights, auDA may recover from the Recipient any amounts paid by auDA under this Agreement which have not been:
 - (a) spent by the Recipient; or
 - (b) legally committed for expenditure by the Recipient and are payable as a current liability by the Recipient.
- 3.5 auDA may, by providing written notice to the Recipient, require the Recipient to repay auDA any amounts recoverable by auDA under this Agreement. The Recipient must repay auDA within 30 days of receiving written notice from auDA.

4. Payment cap

- 4.1 The maximum Grant payable to a Registrar Group in each Financial Year during the Term is \$215,000 inclusive of GST and any Rebate payable (as defined in Schedule 2) (**Grant Cap**). The Grant Cap is comprised of the following caps in relation to each Marketing Fund:
 - (a) \$15,000 inclusive of GST – Brand Activation Grant (Schedule 1); and
 - (b) \$200,000 inclusive of GST – Campaign Funding Grant (Schedule 2).
- 4.2 When calculating the Grant payable to a Registrar Group in any Financial Year of the Term, auDA will include all Grant payments applied for by any Registrar that forms part of that Registrar Group.

5. Taxes

- 5.1 The Recipient must pay or reimburse auDA on demand for all taxes, duties, including stamp duty, and government charges imposed or levied in connection with this Agreement, other than GST.
- 5.2 Unless otherwise indicated, all consideration for any supply under this Agreement is exclusive of any GST imposed on the supply. Any Grant payable by auDA is inclusive of GST.



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6. Reporting

- 6.1 The Recipient must:
- (a) maintain Records in relation to this Agreement, including the Fund Activities; and
 - (b) provide auDA with Reports in a timely manner and in accordance with the Reporting Requirements specified in the Schedules.
- 6.2 auDA may, by providing reasonable notice to the Recipient, conduct an audit of the Recipient's compliance with this Agreement, including the Recipient's:
- (a) compliance with the Eligibility Criteria;
 - (b) performance of the Fund Activities; and
 - (c) use of the Grant is in accordance with the terms of this Agreement.
- 6.3 The Recipient must provide all reasonable assistance required by auDA in conducting an audit under **clause 6.2**, including by making appropriate Recipient Personnel available to answer questions, and by providing copies of any Records and any other documents, agreements, information or data reasonably requested by auDA. auDA may verify any material in the Reports from third party sources including from the Registry Operator.

7. Intellectual property rights

- 7.1 Subject to **clause 7.2**, auDA grants the Recipient a non-exclusive licence to, and to authorise Resellers engaged under **clause 8.1** to, use the auDA Intellectual Property to perform the Fund Activities.
- 7.2 The Recipient must:
- (a) only sub-licence the rights granted to it under **clause 7.1** to a Reseller to the extent required to permit that Reseller to perform the Recipient's obligations under this Agreement;
 - (b) ensure all use of auDA Intellectual Property complies with the requirements of **Annexure A (Branding Requirements)**;
 - (c) only use auDA Intellectual Property in the form specified by auDA, and must not change, modify or alter that auDA Intellectual Property in any way;
 - (d) report any infringement or suspected infringement of auDA Intellectual Property to auDA immediately after being made aware of that infringement or suspected infringement; and
 - (e) not deal with auDA Intellectual Property in any manner likely to interfere with its valid registration, including trade mark registrations of auDA logos.
- 7.3 auDA may update **Annexure A (Branding Requirements)** during the Term by providing written notice to the Recipient. The Recipient must promptly give effect to any necessary changes to its use of auDA Intellectual Property, including by its Resellers, to comply with any changes to **Annexure A (Branding Requirements)**.

8. Resellers

- 8.1 The Recipient may engage its Resellers to perform the Recipient's obligations under this Agreement pursuant to an agreement under **clause 8.3**.
- 8.2 The Recipient must provide to auDA on demand a list of all Resellers engaged under **clause 8.1** and details in respect of those engagements as reasonably requested by auDA, including any agreements.



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- 8.3 Each agreement between the Recipient and Reseller relevant to that Reseller performing Recipient obligations in connection with this Agreement (**Reseller Agreement**) must contain provisions that:
- (a) are consistent with the Recipient's obligations under this Agreement;
 - (b) ensure auDA's and the Recipient's compliance with this Agreement;
 - (c) are reasonably required by auDA in writing from time to time, to comply with applicable Laws, or to ensure the stable, secure and reliable operation of the DNS and .au ccTLD including its integrity and resilience.
- 8.4 The Recipient acknowledges and agrees that it must do all things necessary to procure a Reseller's agreement to any clauses specified by auDA under **clause 8.3**, including amending existing agreements or entering into new agreements with Resellers.
- 8.5 If the Recipient engages a Reseller under **clause 8.1**, the Recipient is:
- (a) not relieved of any of its liabilities or obligations under this Agreement or the Registrar Agreement; and
 - (b) liable to auDA for all acts, defaults and omissions of the Reseller and the Reseller's Personnel (including its employees, officers, agents and contractors) as if they were the acts, defaults or omissions of the Recipient.

9. Warranties and representations

- 9.1 The Recipient warrants and represents:
- (a) it has the capacity and authority to enter into and carry out its obligations under this Agreement;
 - (b) it will comply with all applicable Laws in performing the Fund Activities and in relation to this Agreement;
 - (c) it will perform the Fund Activities and its obligations under this Agreement in a careful and competent manner, to the best of its skill and ability;
 - (d) it has not provided any false or misleading information in its application for the Grant;
 - (e) no Conflict exists or is likely to arise in relation to this Agreement and the Fund Activities; and
 - (f) at the time of receipt of any Grant or Rebate, it fully complies with this and the Registrar Agreement.
- 9.2 The Recipient must immediately notify auDA if it becomes aware that a Conflict exists or is likely to arise during the Term.

10. Indemnity

- 10.1 Without limiting auDA's rights, the Recipient indemnifies auDA and its Personnel against all liability, damage, charge, reasonable expense, outgoing or cost (including legal costs and defence or settlement costs) directly or indirectly arising out of, or in connection with, any breach of the Recipient's obligations under this Agreement, whether by the Recipient, its Personnel, Resellers or any other third party.
- 10.2 The Recipient's liability to indemnify auDA under **clause 10.1** will be reduced proportionately to the extent that loss or liability is caused by auDA or its Personnel.



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11. Limitation of liability

- 11.1 Subject to this **clause 11**, to the maximum extent permitted by Law, auDA is not liable to the Recipient for any liability or Consequential Loss arising under or in connection with this Agreement, including any liability arising from any wilful, wrongful or negligent act of auDA or its Personnel.
- 11.2 Nothing in this **clause 11** limits auDA's Liability with respect to damages for:
- (a) personal injury, including sickness and death;
 - (b) breach of confidentiality under **clause 13**;
 - (c) any fraudulent acts or omissions; or
 - (d) any reckless or malicious acts.
- 11.3 Any representation, warranty, condition, guarantee, indemnity or undertaking that would be implied in, or affect, this Agreement by legislation, common law, tort, equity, or by course of performance, dealing, trade, custom or usage is excluded to the maximum extent permitted by Law.
- 11.4 Nothing in this Agreement excludes, restricts or modifies any consumer guarantee, right or remedy conferred on auDA by the Australian Consumer Law or any other applicable Law that cannot be excluded, restricted or modified by agreement.

12. Public statements

- 12.1 Unless otherwise required by Law, the Recipient must not make any press release or other public announcement relating to the Grant or this Agreement without auDA's prior written approval.
- 12.2 The Recipient must, in all publicity approved by auDA under **clause 12.1**, acknowledge the funding assistance and support provided by auDA, in a form reasonably required by auDA.
- 12.3 auDA may, at its discretion, issue a press release or make any other public announcement about the existence of the Grant and this Agreement.
- 12.4 The Recipient must cooperate with auDA's directions in relation to all publicity associated with the Grant and this Agreement, including by providing any assistance requested by auDA to prepare materials to promote the benefits of the Fund, such as a media release, case study or participating in an evaluation survey.

13. Confidentiality

- 13.1 Subject to the rights set out in this Agreement, each party must:
- (a) keep the Confidential Information of the other party confidential;
 - (b) not disclose another party's Confidential Information to any person; and
 - (c) not use or reproduce the other party's Confidential Information for any purpose other than for the purposes of this Agreement.
- 13.2 A party may disclose the other party's Confidential Information:
- (a) to its Personnel on a 'need-to-know' basis, provided that the party takes reasonable steps to ensure that its Personnel are aware of the confidential nature of the Confidential Information and takes reasonable steps to ensure the information remains confidential;
 - (b) to any person with the other party's prior written consent;



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- (c) if required by law or a lawful requirement of any government or regulatory authority; and
- (d) if required in connection with legal proceedings.

13.3 Each party must, upon another party's request, return or destroy that other party's Confidential Information in its or its Personnel's possession or control, except that each party may retain the Confidential Information to the extent and for the period in which it is required by that party for the purposes of performing its obligations or exercising its rights under this Agreement.

14. Privacy

14.1 The Recipient must, and must ensure that its Personnel and relevant Resellers, comply with the requirements of the *Privacy Act 1988* (Cth), and any other applicable privacy and data protection laws, codes, regulations and guidelines in relation to and in performing its obligations under this Agreement.

15. Term and termination

15.1 This Agreement operates for the Term.

15.2 A party may terminate this Agreement if the other party breaches this Agreement and that breach cannot be rectified, or the other party fails to rectify the breach within 30 days of receiving written notice by the party terminating the Agreement.

15.3 auDA may terminate this Agreement, in whole or in part:

- (a) with immediate effect by providing written notice to the Recipient if:
 - (i) the Recipient becomes the subject of an Insolvency Event;
 - (ii) there is a change of Effective Control of the Recipient that has not been approved by auDA under **clause 19.2**;
 - (iii) the ICANN Sponsorship Agreement is terminated;
 - (iv) the Australian Government Endorsement is revoked or terminated;
- (b) by providing at least 30 days' written notice to the Recipient if the Co-Marketing Program changes or will come to an end, but if any Campaigns (as defined in Schedule 2) have been approved by auDA and are underway, without limiting auDA's rights under this Agreement, the termination date under this **clause 15.3(b)** must not precede that Campaign Period (as defined in Schedule 2) end date.

16. Force majeure

16.1 A party is not responsible for its failure to perform its obligations under this Agreement if it is prevented from or delayed in performing those obligations due to a Force Majeure Event, provided it:

- (a) notifies the other party in writing of the Force Majeure Event and how it has impacted its ability to perform its obligations under this Agreement;
- (b) uses reasonable efforts to mitigate the effect of the Force Majeure Event; and
- (c) performs its obligations under this Agreement to the extent it is able, as soon as reasonably practicable.

16.2 If a Force Majeure Event prevents a party from performing its obligations for longer than 90 days, the other party may terminate this Agreement by providing written notice.



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17. Dispute resolution

- 17.1 Subject to **clause 17.2**, if a dispute arises in relation to this Agreement, the parties must attempt to settle the dispute, acting reasonably and in good faith, in accordance with **clauses 17.3 to 17.10** before commencing court proceedings or any other dispute resolution process.
- 17.2 A party may commence proceedings to seek urgent, interim or interlocutory relief.
- 17.3 A party claiming that a dispute has arisen in relation to this Agreement must provide the other party with written notice of the dispute, including the nature of the claim, facts on which the claim is based, copies of relevant documents relating to the claim, and detailed particulars quantifying the claim.
- 17.4 The parties must seek to resolve the dispute within 10 Business Days of the other party receiving the claim, but may agree to extend this period in writing.
- 17.5 If the parties are unable to resolve a dispute within the time period specified or agreed in **clause 17.4**, either party may refer the dispute to mediation by a mediator agreed by the parties in writing.
- 17.6 If the parties are unable to agree on a mediator within 10 Business Days after dispute is referred to mediation, either party may refer the matter for mediation by an independent and impartial mediator nominated by the Australian Disputes Centre (ABN 87 003 042 840).
- 17.7 The most recent version of the Australian Disputes Centre Guidelines for Commercial Mediation will apply to any mediation.
- 17.8 Each party must meet its own costs of and in connection with any mediation, except the cost of the mediation, including the mediator's fees and disbursements, which the parties will equally share.
- 17.9 The parties may pursue any other procedure available at law for the resolution of the dispute if:
- (a) no mediator is appointed within 20 Business Days of the referral of the dispute to mediation;
 - (b) the mediation is not commenced within 20 Business Days of appointment of the mediator; or
 - (c) the mediation is not concluded within 30 Business Days of appointment of the mediator.
- 17.10 To the extent practicable to do so, the parties must continue performing their obligations under this Agreement while any disputes are underway, other than any obligations which are the subject of the dispute.

18. Grant applications

- 18.1 The Recipient acknowledges that:
- (a) it has made or will make representations, warranties, promises and covenants to auDA as part of any Grant applications (**Application Commitments**); and
 - (b) auDA has taken or will take into consideration, and relied or rely upon, the Application Commitments in evaluating and awarding the Grant.
- 18.2 The Recipient must:
- (a) comply with the Application Commitments; and
 - (b) do all the things that it promised to do, as set out in the Application Commitments, unless otherwise directed by auDA in writing.



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19. Assignment and change of control

19.1 The Recipient must not:

- (a) sell, transfer, delegate, assign, licence; or
- (b) mortgage, charge or otherwise encumber,

any right under this Agreement to any person (**Proposed Assignee**) or permit a Proposed Assignee to assume any obligation under this Agreement, without auDA's prior written approval and consent.

19.2 The Recipient must ensure that there is no change of Effective Control of the Recipient without auDA's prior written approval.

20. General

20.1 **Clauses 5, 6, 9, 10, 11, 13, 14, 17 and 19** survive termination or expiry of this Agreement.

20.2 This Agreement contains the entire understanding between the parties concerning the subject matter of this Agreement and supersedes, terminates and replaces all prior agreements and communications between the parties concerning that subject matter.

20.3 Each party acknowledges that, except as expressly stated in this Agreement, it has not relied on any representation, warranty, undertaking or statement made by or on behalf of another party in relation to this Agreement or its subject matter.

20.4 A failure to exercise, a delay in exercising or partially exercising any power, right or remedy conferred on a party by or in respect of this Agreement does not operate as a waiver by that party of the power, right or remedy.

20.5 Any provision of this Agreement which is invalid in any jurisdiction must, in relation to that jurisdiction, be:

- (a) read down to the minimum extent necessary to achieve its validity, if applicable; and
- (b) severed from this Agreement in any other case,

without invalidating or affecting the remaining provisions of this Agreement or the validity of that provision in any other jurisdiction.

20.6 This Agreement cannot be amended or varied except in writing signed by the parties.

20.7 Unless otherwise provided in this Agreement, the representations, undertakings, warranties and indemnities of the parties in, or the rights and remedies of the parties under, survive and remain enforceable to the fullest extent following expiry or termination of this Agreement.

20.8 Unless this Agreement expressly provides otherwise, nothing in this Agreement may be construed as creating a relationship of partnership, of principal and agent or of trustee and beneficiary.

20.9 This Agreement is governed by and must be construed in accordance with the Laws in force in State of Victoria, Australia. The parties submit to the exclusive jurisdiction of the courts of the State of Victoria and the Commonwealth of Australia in respect of all matters arising out of or in relation to this Agreement, its performance or subject matter.

20.10 In the event of any inconsistency between the provisions of this Agreement, then to the extent of the inconsistency, the documents will be interpreted in the following order of priority:

- (a) Schedules and Annexures;



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- (b) Terms and Conditions;
- (c) Application Commitments.

21. Definitions and interpretation

21.1 Unless the context otherwise requires, where capitalised in this Agreement:

- (a) **Agreement** means the terms set out in the covering letter and execution page, Contract Details, Terms and Conditions, Schedules, and Annexures.
- (b) **auDA Intellectual Property** means the Campaign Toolkits and logos specified in **Annexure A (Branding Requirements)**.
- (c) **Australian Consumer Law** means the provisions set out in Schedule 2 of the *Competition and Consumer Act 2010* (Cth).
- (d) **Business Day** means a day that is not a Saturday, Sunday or public holiday in Melbourne, Australia.
- (e) **Campaign** means a marketing campaign undertaken by a Registrar or its associated Reseller where auDA funds part of the campaign activity under a Campaign Funding Grant pursuant to Schedule 2 of this Agreement.
- (f) **Campaign Toolkits** means the toolkits created by auDA providing marketing collateral and directions on use of that marketing collateral, to assist Registrars and Resellers with promoting .au domain names.
- (g) **Co-Marketing Program** means the program administered by auDA through which it provides funding to Registrars, and their nominated Resellers, to undertake co-marketing initiatives.
- (h) **Confidential Information** means in relation to a party, information that is by its nature confidential, is designated by that party as confidential, or the other party knows or ought reasonably to know is confidential, and includes including any information relating to the financial affairs, assets or liability of a party, or any information relating to the internal management of a party, its Personnel, policies, plans, strategies, customers, suppliers, products or services. Confidential Information does not include information or material which:
 - (i) is or becomes generally known to the public other than through a breach of this Agreement;
 - (ii) at the time it was first disclosed to a party, was already in that party's lawful possession;
 - (iii) is developed independently by a party; or
 - (iv) is disclosed to a party by a third party entitled to disclose it.
- (i) **Conflict** refers to any actual, perceived or potential conflict of interest that Recipient or its Personnel may have in relation to Recipient receiving the Grant or in relation to this Agreement or any Fund Activities.
- (j) **Consequential Loss** has the meaning contained in the Registrar Agreement.
- (k) **Corporations Act** means the *Corporations Act 2001* (Cth).
- (l) **Designated Namespaces** means the .au domain namespaces administered by auDA.
- (m) **Effective Control** means, subject to the Published Policies:



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- (i) in respect of a company incorporated pursuant to the provisions of the Corporations Act:
 - (A) control of a majority of the board of directors; or
 - (B) control of more than 50% of the voting rights that can be voted in a general meeting of the members; or
 - (C) control of the disposal of more than 50% of the issued share capital,and includes the exercise of such control by a person as a result of that person having a relevant interest (as defined in the Corporations Act) so that such person, either alone or with an associate (as defined in the Corporations Act) of that person can exercise the relevant control; and
- (ii) in all other cases, has the meaning attributed to the term by auDA in the Published Policies.
- (n) **Eligibility Criteria** has the meaning contained in **clause 1.1**.
- (o) **End Date** means the earlier of the date:
 - (i) the Recipient completes all of the Fund Activities and that it is required to do under this Agreement to the satisfaction of auDA; and
 - (ii) this Agreement expires or is terminated in accordance with its terms.
- (p) **Financial Year** means the 12 month period commencing on 1 July and ending on 30 June the following year.
- (q) **Force Majeure Event** means any act, event or cause, other than a lack of funds, including:
 - (i) an act of God, peril of the sea, accident of navigation, war, sabotage, riot, act of terrorism, insurrection, civil commotion, national or State emergency (whether in fact or law), martial law, fire, lightning, flood, cyclone, earthquake, landslide, storm or other adverse weather conditions, explosion, power shortage, strike or other labour difficulty (whether or not involving employees of the party concerned), epidemic, pandemic, public health emergency, quarantine, disruptions to supply chain, radiation or radioactive contamination; or
 - (ii) an action or inaction of a Regulatory Authority, including expropriation, restraint, prohibition, intervention, requisition, requirement, direction or embargo by legislation, regulation, decree or other legally enforceable order,to the extent that the act, event or cause directly or indirectly results in a party being prevented from or delayed in performing one or more of its material obligations under this Agreement (other than a payment obligation) and that act, event or cause is beyond the reasonable control of that affected party.
- (r) **Fund Activities** means the activities undertaken by the Recipient to perform its obligations under this Agreement and to satisfy the requirements contained in each Schedule to receive the Grant in relation to the Marketing Fund described in that Schedule.
- (s) **Grant** means the funding assistance payable by auDA to the Recipient as part of each Marketing Fund as set out in the Schedules.
- (t) **Good Standing** means the Recipient is performing its obligations under its Registrar Agreement to an acceptable standard, in auDA's view, acting reasonably.



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- (u) **Government Agency** means any government or any public, statutory, or judicial body, entity, department or authority established under a law of the Commonwealth of Australia, or State or Territory of the Commonwealth of Australia.
- (v) **Insolvency Event** has the meaning contained in the Registrar Agreement.
- (w) **Law** or **Laws** includes common law, principles of equity and all applicable laws and legislative requirements made by parliament including State, Territory and Commonwealth laws and regulations and other instruments under them.
- (x) **Licence Agreement** means the agreement entered, or renewed, between the Recipient, or its Reseller, and a Registrant for a specified period of time, which sets out the terms on which the Registrant is granted a .au domain name licence.
- (y) **Marketing Fund** means the funding streams described in the Schedules and is comprised of the **Brand Activation Grant (Schedule 1)** and **Campaign Funding Grant (Schedule 2)**.
- (z) **Payment Terms** has the meaning contained in each Schedule in relation to the Marketing Fund described in that Schedule.
- (aa) **Personnel** of a party means the officers, employees, contractors, agents and subcontractors of that party.
- (bb) **Personal Information** has the same meaning given in the *Privacy Act 1988* (Cth).
- (cc) **Published Policies** means any written rules, guidelines, policies, procedures and standards, established and published by auDA from time to time in accordance with its constitution, that are relevant to the provision of Registrar Services.
- (dd) **Rebate** means a performance-based rebate payable to Recipients for newly registered .au domain name registrations, which forms part of the Campaign Funding Grant, and is calculated and paid in the manner specified in Schedule 2.
- (ee) **Records** has the meaning given in **clause 2.1(c)**.
- (ff) **Registrant** means the holder of, or an applicant for, a .au domain name licence (or any agent of such holder or applicant), as recorded in the Registry at the relevant time.
- (gg) **Registrar** means a person or body corporate that is and continues to be accredited by auDA as a registrar in respect of particular Designated Namespaces.
- (hh) **Registrar Agreement** means the agreement between the Recipient and auDA in respect of the provision of Registrar Services.
- (ii) **Registrar Group** means a group of companies or entities involved in providing Designated Namespaces, comprised of:
 - (i) each Related Entity or Related Body Corporate (as defined in the Corporations Act) of the Recipient;
 - (ii) each person or entity that is controlled (as defined in the Corporations Act) by some or all of the board of directors of the Recipient.
- (jj) **Registrar Services** has the meaning contained in the Registrar Agreement.
- (kk) **Registry** has the meaning contained in the Registrar Agreement.
- (ll) **Registry Operator** means the person or entity that is accredited or licensed by auDA to maintain and operate the Registry or to provide Registry Services in relation to the Registry from time to



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time, which as at the date of this Agreement is Identity Digital Australia Pty Ltd (ABN 76 623 428 384).

- (mm) **Registry Services** has the meaning contained in the Registrar Agreement.
- (nn) **Regulatory Authority** means:
 - (i) any Government Agency; or
 - (ii) any independent authority invested with responsibility under an applicable Law.
- (oo) **Reports** has the meaning contained in each Schedule in relation to the Marketing Fund described in that Schedule.
- (pp) **Reporting Requirements** has the meaning contained in each Schedule in relation to the Marketing Fund described in that Schedule.
- (qq) **Reseller** means a Sub-contractor of a Registrar engaged by that Registrar to perform some or all of the Registrar Services.
- (rr) **Sub-contractor** means any person engaged by the Recipient to perform or undertake some or all of the Recipient's obligations under the Registrar Agreement, on behalf of the Recipient, in accordance with the terms of the Registrar Agreement.
- (ss) **Term** has the meaning contained in the Contract Details.
- (tt) **Wholesale Registrar** means a Registrar that:
 - (i) does not provide Registrar Services directly to Registrants; and
 - (ii) only provides Registrar Services indirectly to Registrants by engaging Reseller to provide Registrar Services to Registrants.

21.2 Unless the context otherwise requires, in this Agreement:

- (a) any consents or approvals required on the part of auDA may be provided or withheld at auDA's absolute discretion, or provided with any conditions auDA considers appropriate;
- (b) headings are used for convenience only and do not affect the interpretation of this Agreement;
- (c) where a word or phrase is specifically defined, other parts of speech or grammatical forms of that word or phrase have a corresponding meaning;
- (d) a reference to a document is to that document as amended, novated, supplemented, extended or restated from time to time;
- (e) if something is to be or may be done on a day that is not a Business Day then it must be done on the next Business Day;
- (f) "person" includes a natural person, partnership, body corporate, association, joint venture, governmental or local authority, and any other body or entity whether incorporated or not;
- (g) a reference to all or any part of a statute, rule, regulation or ordinance (statute) is to that statute as amended, consolidated, re-enacted or replaced from time to time;
- (h) "include", "for example" and any similar expressions are not used, and must not be interpreted, as words of limitation;
- (i) references to "in good faith" mean promptly, honestly and not perversely, capriciously or irrationally, but do not mean that a person is under a fiduciary obligation or is required to act in the interests of the other party;



Terms & Conditions

- (j) money amounts are stated in Australian currency unless otherwise specified;
- (k) a reference to a time of day is to that time in Melbourne, Victoria;
- (a) a reference to any agency or body that ceases to exist, is reconstituted, renamed or replaced, or has its powers or functions removed (**defunct body**) is to the agency or body that performs most closely the powers or functions of the defunct body;
- (b) no provision of this Agreement will be construed adversely to a party on the ground that the party was responsible for the preparation of this Agreement or that provision;
- (c) any provision in this Agreement which is in favour of more than one person benefits all of them jointly and each of them severally; and
- (d) any provision in this Agreement which binds more than one person binds all of them jointly and each of them severally.



Schedule 1 | Brand Activation Grant

Fund Description	Brand Activation Grant This Grant is a once-yearly payment available to Recipients on application to auDA in accordance with this Schedule, to enable Recipients to: (a) increase the amount of .au-related product information and branding; (b) ensure consistent use of .au brand assets; and (c) ensure accuracy of .au policy-related information, on their Registrar or Reseller websites. <i>In interpreting this Schedule, the terms in the left-hand column of this Schedule 1 have the meaning given to them in the right-hand column.</i>
Funding Rounds	In each Financial Year during the Term: Application Window – 3 July to 3 September auDA Decision – by 30 September Activity Start Date – after 1 October <i>If one of the dates falls on a weekend or public holiday, the relevant date becomes the next business day.</i>
Grant	\$15,000 inclusive of GST each Financial Year during the Term
Payment Terms	The Grant is payable by auDA to the Recipient for: (a) the first year of the Term, within 4 weeks of signature of this Agreement, following auDA approval of a Brand Activation Grant Application; and (b) for each subsequent year during the Term, within 4 weeks of auDA approval of the Recipient's Grant Application for that year, on the following terms: (c) provided the Recipient is performing its obligations under this Agreement, including meeting the Eligibility Criteria and Grant Requirements; (d) provided the Recipient is not in breach of the Grant Restrictions; (e) subject to receipt of a valid tax invoice in accordance with clause 3 of the Terms and Conditions. <i>auDA may require the Recipient to repay part or all of the Grant if the Recipient breaches this Agreement, including the requirements of this Schedule 1 – see clause 3 of the Terms and Conditions.</i>
Grant Requirements	<u>Stage 1: Application</u> During the Application Window, the Recipient must submit a Brand Activation Application in the form contained in Annexure B, and must provide any other information requested by auDA in relation to the application (Brand Activation Grant Application).



Schedule 1 | Brand Activation Grant

auDA may update the Brand Activation Grant Application Form in **Annexure B** from time to time by providing written notice to the Recipient.

Stage 2: Application evaluation

auDA will assess the Brand Activation Grant Application having regard to:

- (a) the Recipient's performance of its obligations under this Agreement, including its compliance with **clause 1.1(a)** of the Terms and Conditions;
- (b) whether auDA is satisfied the Recipient is properly using auDA Intellectual Property in relation to its provision of Registrar Services;
- (c) whether there are sufficient funds remaining in the Co-Marketing Program fund, including having regard to applications in consideration from other eligible Registrars.

Stage 3: Application outcome

auDA will advise the Recipient in writing of the outcome of each Brand Grant Application within 30 days of closure of the Application Window. . If the Brand Grant Application is successful, auDA will notify the Recipient under the **auDA Notification Form – Brand Activation Grant** set out in Annexure B, Part B, to be countersigned by the Recipient.

If auDA approves the Brand Activation Grant Application, the Recipient must comply with any conditions for approval notified by auDA in writing, the terms of this Agreement, and representations made by the Recipient in the Brand Activation Grant Application.

Stage 4: Ongoing requirements

During the Term, the Recipient must:

- (a) properly use auDA Intellectual Property in relation to its provision of Registrar Services, including:
 - (i) using auDA Intellectual Property consistent with the requirements of **clause 7** of the Terms and Conditions and **Annexure A (Branding Requirements)**; and
 - (ii) providing correct .au and auDA branding and policy related information to actual and prospective Registrars.
- (b) ensure descriptions of policy settings, including terms and conditions for .au domain name licences on the Recipient's website, are accurate;
- (c) maintain at least one .au namespace in its top five registrar domain name search results;
- (d) promptly comply with auDA's directions in relation to any corrections of the Recipient's use of auDA Intellectual Property, or updates to auDA's requirements of use of auDA Intellectual Property under **clause 7.3**.

auDA will assess whether the Recipient is properly using auDA Intellectual Property having regard to the Recipient's:



Schedule 1 | Brand Activation Grant

	(a) application to receive the Grant, including representations made to auDA in the application; (b) conduct of the Recipient and relevant Resellers, including that auDA Intellectual Property has been properly used on relevant Registrar and Reseller websites. auDA will engage in ongoing monitoring of Recipient compliance, including through spot checks of relevant Registrar and Reseller websites.
Eligibility Restrictions	(a) A Registrar Group may only apply for and, if successful, receive the Grant once each Financial Year during the Term. (b) If the Recipient is a Wholesale Registrar, it may nominate one Reseller each Financial Year to receive the Grant on its behalf.



Schedule 2 | Campaign Funding Grants

Fund Description	Campaign Funding Grants
	(a) The Campaign Fund provides support for Registrars' marketing campaigns that promote the uptake of .au domain names by registrants and the growth in the Registrars' registrations of .au domain names that promotes and does not diminish the Designated Namespaces and associated systems and .au brand (Campaigns). (b) It builds on auDA's experience with the Co-Marketing Program to date and aims to encourage Registrars to adopt strategic thinking in their campaign planning and strive towards effective and measurable outcomes. (c) Campaign Funding Grants consist of an initial up-front payment plus a performance-based rebate for new .au domain name registrations that are registered in numbers in excess of the Recipient's average registrations of new .au domain names in the relevant reference period. (d) Recipients have co-funding obligations in relation to the Campaign that are determined by the amount of the up-front Campaign Funding Grant provided. (e) The Campaign Fund is finite, and the application process will be competitive. auDA will consider the merits of each application received, having regard to a range of factors including the contents of the Recipient's application, and applications received from other Registrars. <i>In interpreting this Schedule, the terms in the left-hand column of this Schedule 2 have the meaning given to them in the right-hand column.</i>
Funding Rounds	There will be 3 Funding Rounds each Financial Year during the Term. Each Funding Round will have a 3-month duration as follows. First Funding Round a. Application Window – 3 July to 3 September b. auDA Decision – by 30 September c. Activity Start Date – after 1 October Second Funding Round a. Application Window – 1 October to 30 November b. auDA Decision – by mid-December c. Activity Start Date – after 1 January Third Funding Round a. Application Window – 31 January to 28 February b. auDA Decision – by 31 March c. Activity Start Date – after 1 April <i>If one of the dates falls on a weekend or public holiday, the relevant date becomes the next business day.</i>



Schedule 2 | Campaign Funding Grants

Grant	Comprised of the Upfront Payment and Rebate												
Upfront Payment	auDA may pay up to \$100,000 inclusive of GST for each Campaign, up to a maximum aggregate payment of \$200,000 inclusive of GST per Financial Year of the Term for Campaigns by each Registrar Group. Grant payments are subject to the following conditions, as well as the Campaign Conditions and Eligibility Restrictions specified below. (a) <u>Minimum Campaign in-market duration</u> Each Campaign must run for a Campaign Period which is greater than the following Minimum Durations for a Recipient to be eligible to receive the relevant Upfront Payment amount: <table><tr><th>Minimum Duration</th><th>Upfront Payment</th></tr><tr><td>8 weeks</td><td>Up to \$20,000 inclusive of GST</td></tr><tr><td>12 weeks</td><td>Over \$20,000 inclusive of GST</td></tr></table> (b) <u>Co-funding and Campaign Budget requirements</u> Each Campaign's Budget must meet the following Budget & Co-Funding Requirements based on the Upfront Payment amount requested by the Recipient: <table><tr><th>Upfront Payment</th><th>Budget & Co-Funding Requirements</th></tr><tr><td>Up to \$20,000 inclusive of GST</td><td>No additional funding contribution required from the Recipient. Total Campaign Budget cannot be less than the Upfront Payment.</td></tr><tr><td>Over \$20,000 inclusive of GST</td><td>Additional funding contribution required from the Recipient (Minimum Recipient Contribution). Minimum Recipient Contribution must be equal to 50% of the Upfront Payment. For example, if the auDA approved Upfront Payment is \$50,000, the Recipient must contribute \$25,000. Total Campaign Budget cannot be less than the Upfront Payment plus the Minimum Recipient Contribution.</td></tr></table>	Minimum Duration	Upfront Payment	8 weeks	Up to \$20,000 inclusive of GST	12 weeks	Over \$20,000 inclusive of GST	Upfront Payment	Budget & Co-Funding Requirements	Up to \$20,000 inclusive of GST	No additional funding contribution required from the Recipient. Total Campaign Budget cannot be less than the Upfront Payment.	Over \$20,000 inclusive of GST	Additional funding contribution required from the Recipient (Minimum Recipient Contribution). Minimum Recipient Contribution must be equal to 50% of the Upfront Payment. For example, if the auDA approved Upfront Payment is \$50,000, the Recipient must contribute \$25,000. Total Campaign Budget cannot be less than the Upfront Payment plus the Minimum Recipient Contribution.
Minimum Duration	Upfront Payment												
8 weeks	Up to \$20,000 inclusive of GST												
12 weeks	Over \$20,000 inclusive of GST												
Upfront Payment	Budget & Co-Funding Requirements												
Up to \$20,000 inclusive of GST	No additional funding contribution required from the Recipient. Total Campaign Budget cannot be less than the Upfront Payment.												
Over \$20,000 inclusive of GST	Additional funding contribution required from the Recipient (Minimum Recipient Contribution). Minimum Recipient Contribution must be equal to 50% of the Upfront Payment. For example, if the auDA approved Upfront Payment is \$50,000, the Recipient must contribute \$25,000. Total Campaign Budget cannot be less than the Upfront Payment plus the Minimum Recipient Contribution.												



Schedule 2 | Campaign Funding Grants

Rebate	Subject to the Registrant Cap, \$5 inclusive of GST for each New Domain Name Licence created in excess of the Monthly Create Average during a Campaign Period, where: Monthly Create Average means the average number of New Domain Name Licences registered by the Recipient or the related entity approved by auDA to be undertaking the Campaign (whether the Recipient or its Reseller) during the Year On Year Comparison Period. New Domain Name Licences means the Licence Agreement entered into by the Recipient or the related entity approved by auDA to be undertaking the Campaign (whether the Recipient or its Reseller) with a Registrant for a specified period of time, in relation to the Registrant's acquisition of a new .au domain name licence. This excludes any Licence Agreements: (a) entered into in relation to domain name licence renewals with that Registrant; and (b) transferred to the entity approved by auDA to be undertaking the Campaign (whether the Recipient or its Reseller) by the Recipient or another Registrar or Reseller. Year On Year Comparison Period means the equivalent Campaign Period dates in the immediately preceding year. For example, if the Campaign Period is 1 July 2025 to 30 September 2025, the Year On Year Comparison Period will be 1 July 2024 to 30 September 2024.
Registrant Cap	The Rebate for each Campaign in relation to any individual Registrant will be capped at 5 New Domain Name Licences created for that Registrant. <i>For example, if a Registrant registers 7 New Domain Name Licences during the Campaign and the Monthly Create Average conditions are met, the Rebate will only be paid in relation to 5 of those New Domain Name Licences.</i>
Payment Terms	A Grant is payable by auDA to the Recipient for each Campaign in relation to the: (a) Upfront Payment, on commencement of the relevant Campaign Period after written approval of the Campaign Application Form; and (b) Rebate, on delivery to and acceptance by auDA of the Reports for that Campaign following completion of the Campaign Period, on the following terms: (c) provided the Recipient is performing its obligations under this Agreement, including meeting the Eligibility Criteria and Grant Requirements; (d) provided the Recipient is not in breach of the Grant Restrictions; (e) subject to receipt of a valid tax invoice in accordance with clause 3 of the Terms and Conditions.



Schedule 2 | Campaign Funding Grants

	<i>If the Recipient breaches this Agreement, including the requirements of Schedule 2, auDA may withhold payment of the Rebate until that breach is rectified, where capable of rectification, or require the Recipient to repay part or all the Grant if rectification is not possible. – see clauses 3 and 15 of the Terms and Conditions.</i>
Campaign Conditions	The Recipient must ensure that each Campaign complies with the following requirements: (a) the Campaign must be a marketing campaign that promotes quality growth in the Recipient's registrations of new .au domain names, which includes growth that promotes and does not diminish the Designated Namespaces and associated systems and .au brand; (b) the Campaign must maintain and promote the .au brand objectives contained in Annexure A; (c) the Campaign Period must not commence prior to the Campaign Application date, and must not commence prior to auDA's approval of the Campaign Application; (d) Campaign must be primarily focused on growing the Recipient's holding of New Domain Name Licences, as defined in the Rebate section; and (e) the Minimum Campaign Period must be 8 or 12 weeks, depending on the Upfront Amount requested.
Grant Requirements	<u>Stage 1: Application</u> During an Application Window, the Recipient must submit a Campaign Application in the form contained in Annexure C, and must provide any other information requested by auDA in relation to the application (Campaign Application). If the Recipient does not promptly provide other information requested by auDA in relation to the application, there may be delays to subsequent stages of the Funding Round for that Recipient. auDA will consider Campaign Applications received outside an Application Window in its sole discretion and only in exceptional circumstances. auDA may update the Campaign Application Form in Annexure B from time to time by providing written notice to the Recipient. <u>Stage 2: Application evaluation</u> auDA will assess the Campaign Application having regard to: (a) the Recipient's performance of its obligations under this Agreement, including its compliance with clause 1.1(a) of the Terms and Conditions; (b) whether the Campaign meets the requirements of this Schedule 2 ; (c) evaluation criteria, including:



Schedule 2 | Campaign Funding Grants

	a. Campaign feasibility, and the likelihood of achieving growth forecast; b. return on investment and Upfront Payment; c. value of the Campaign to each of the Designated Namespace, the .au domain name system and .au brand; (d) the performance of, and the Recipient's conduct in relation to, any previous Campaigns undertaken by the Recipient; (e) whether there are sufficient funds available for distribution by auDA from the Co-Marketing Program fund, including having regard to Campaign Applications in consideration from other eligible Registrars. <u>Stage 3: Application outcome</u> auDA will endeavour to notify the Recipient in writing of the outcome of each Campaign Application within 30 Days of the conclusion of the relevant Application Window. If the Campaign Application is successful, auDA will notify the Recipient under the auDA Notification Form – Campaign Grant set out in Annexure C, Part B, to be countersigned by the Recipient. If auDA approves a Campaign Application, the Recipient must undertake that Campaign in accordance with any conditions on approval notified by auDA in writing, the terms of this Agreement, and representations made by the Recipient in the Campaign Application. auDA will not approve a Campaign Application if the Recipient has not completed a prior Campaign, including if the Recipient has not delivered to or auDA has not accepted Reports for that prior Campaign. <u>Stage 4: Campaign</u> The Recipient must, in relation to each Campaign: (a) comply with this Agreement, including clause 1.1(a) of the Terms and Conditions, and any conditions on the Campaign approval notified by auDA in writing; (b) actively sell .au domain names; (c) deliver the Reports in accordance with the Reporting Requirements to auDA; and (d) comply with any other reasonable conditions notified by auDA in writing.
Eligibility Restrictions	(a) auDA will not approve more than 3 Campaign Applications from each Registrar Group each Financial Year during the Term. (b) Campaigns undertaken by the Recipient cannot run concurrently. (c) If the Recipient has opted to receive an auDA industry rebate, it cannot submit a Campaign Application with a Campaign Period that is concurrent with or overlapping the auDA industry rebate period.



Schedule 2 | Campaign Funding Grants

	(d) Campaign Budgets cannot include costs applicable to internal staff working hours or capital expenditure. (e) A majority of the Campaign Budget must be allocated to media spend for the Campaign. (f) Upfront Payments across all Campaigns cannot exceed \$200,000 inclusive of GST per Financial Year for each Registrar Group.
Reports	<u>Campaigns with Upfront Payments up to \$20,000 inclusive of GST:</u> (a) during the Campaign Period – screenshots of the Campaign live in market; (b) on conclusion of the Campaign Period – an Acquittal Report. <u>Campaigns with Upfront Payments over \$20,000 inclusive of GST:</u> (a) during the Campaign Period – screenshots of the Campaign live in market, and interim progress Reports including on Rebates as requested by auDA; (b) on conclusion of the Campaign Period – an Acquittal Report, a Rebate Report and attending a post Campaign retrospective meeting with auDA to discuss the Campaign. <u>Rebate reporting:</u> (a) during the Campaign Period – progress Rebate Reports as requested by auDA; (b) on conclusion of the Campaign Period – final Rebate Report in the form specified in Annexure D.
Reporting Requirements	For Acquittal Reports: The Recipient must provide: (a) a completed Acquittal Report in the form specified in Annexure D; and i. evidence of compliance with the Grant Requirements; and ii. any other information reasonably requested by auDA. For Rebate Reports: The Recipient must provide a completed Rebate Report in the form specified in Annexure D. See Campaign Reporting Requirements in Annexure D <i>The Recipient must prepare and provide all Reports to auDA promptly and in good faith. auDA may request Records to validate the contents of a Report, including invoices from media agencies and other supporting documentation – see clause 6 of the Terms and Conditions.</i>



Schedule 2 | Campaign Funding Grants

Rebate assessment and payment	auDA will review all Reports promptly on receipt and, under the Terms and Conditions, may request from the Recipient, Records to validate the contents of a Report. auDA will endeavour to advise the Recipient of the amount of the Rebate payable within 4 weeks of auDA's receipt of the Reports, any necessary Records, and the post Campaign retrospective meeting. auDA will pay the agreed Rebate to the Recipient in full on receipt of a valid tax invoice from the Recipient. The Recipient is responsible to pay any Rebate owing to its Resellers or Registrars in its Registrar Group and unconditionally indemnifies auDA against any claims from such third parties.
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Annexure A | Branding Requirements

.au Brand Activation Grant Brand Guidelines

Available at www.auda.org.au/cmp



Annexure B | Brand Activation Grant Application Form

Part A – Application for Brand Activation Grant Recipient details <i>These must be the same as the entity that has entered into the Co-Marketing Program Agreement.</i>	
Entity name:	Insert
ACN:	Insert
Address:	Insert
Nominated contact:	Name: Insert Title: Insert Phone: Insert Email: Insert
Authorised Signatory (can bind the Registrar)	Name: Insert Title: Insert Phone: Insert Email: Insert
Screening questions	
Has another Registrar in your Registrar Group applied for or received the Grant this Financial Year? ☐ Yes ☐ No	
Are you nominating one or more Resellers to receive the Grant? <i>You are responsible for distributing the Grant between all nominated Resellers. This will not change the Grant amount payable by auDA to you if your application is approved.</i> ☐ Yes ☐ No	
Nominated Grant recipient <i>Complete this section if you are nominating a Reseller to receive the Grant.</i>	
RESELLER 1	
Entity name:	Insert
ACN:	Insert
Address:	Insert
Nominated contact:	Name: Insert



Annexure B | Brand Activation Grant Application Form

	Title:
	Phone:
	Email:
Authorised Representative for signing (can bind the Registrar)	Name: Title: Phone: Email:
Brand Activation Grant – Supporting Material	
Brand Activation Grant Period and amount requested	Grant Period: 3 July 2024 to 30 June 2025 Grant Amount: \$15,000 incl. GST
Brand Activation Activity in support	Nature of activity undertaken in satisfaction of requirements. Supporting Evidence for existing web pages - Nominated web pages with links demonstrating correct representation of the .au brand and .au namespaces (auDA Intellectual Property) - Refer to the .au Brand Activation Grant guidelines and Schedule 1, Brand Activation Grant, Stage 4: Ongoing Requirements - etc.
Web page content updates proposed by Recipient, if required	Nominated web pages with links and detail of proposed changes and date by which changes will be completed - etc. Date to be completed: [dd/mm/yyyy]
Recipient declaration that BAG requirements have been performed.	Yes/No



Annexure B | Brand Activation Grant Application Form

Signed for and on behalf of the Recipient by its authorised representative:

.....
Signature

.....
Name

.....
Title

.....
Date



Annexure B | Brand Activation Grant Application Form

Part B – auDA Notification Form – Brand Activation Grant

Recipient name:	Insert
ACN:	Insert
Address:	Insert
Brand Activation Grant Period and amount	Grant Period: Insert Grant Amount: Insert
Additional conditions required of Recipient	Conditions 1. Insert 2. Insert etc. Date for completion: Insert
auDA Approval of Grant	Yes/No

Brand Activation Grant accepted by Recipient on Date		
Signed by auDA by its duly authorised representative:		Signed by the Recipient by its duly authorised representative:
..... Signature		 Signature
..... Name		 Name
..... Title		 Title
..... Date		 Date



Annexure C | Campaign Application Form

Part A – Application for Campaign Funding Grant

Recipient details				
<i>These must be the same as the entity that has entered into the Co-Marketing Program Agreement.</i>				
Registrar Entity name:	Insert			
ACN:	Insert			
Address:	Insert			
Nominated contact officer:	Name:	Insert		
	Title:	Insert		
	Phone:	Insert		
	Email:	Insert		
Authorised Representative for signing (can bind the Registrar)	Name:	Insert		
	Title:	Insert		
	Phone:	Insert		
	Email:	Insert		
Has another Registrar in your Registrar Group applied for or received the Grant this Financial Year?				
☐ Yes ☐ No				
If "Yes", include details of all Campaign approved by auDA for Registrars in your Registrar Group and their Resellers during this Financial Year:				
Entity approved by auDA to undertake Campaign	Date Campaign approved by auDA	Campaign Period	Upfront Amount approved (incl GST)	Campaign description
Insert	Insert	Insert	Insert	Insert
Are you nominating a Reseller to receive the Grant?				
<i>You are responsible for distributing the Grant to a nominated Reseller. This will not change the Grant amount payable by auDA to you if your application is approved.</i>				



Annexure C | Campaign Application Form

☐ Yes ☐ No

Nominated Grant recipient

Complete this section if you are nominating a Reseller to receive the Grant.

RESELLER

Entity name: **Insert**

ACN: **Insert**

Address: **Insert**

Nominated contact:

Name: **Insert**

Title: **Insert**

Phone: **Insert**

Email: **Insert**

Campaign details

Brief description: **Insert**

Objectives: What is the campaign attempting to achieve?
(e.g. growth in .au direct names under management and ratio of .au direct to com.au names under management)

Target audience: Which segment is the campaign targeting?
(e.g. Entrepreneur and micro business segment in metro areas – cities A, B and C)

Messaging: What are the key campaign messages?
(e.g. "Get your .au domain for a professional looking email address")

Product offers: What product offers (if any) are being promoted as part of the campaign?
(e.g. .au direct at price x for 3 year licence)

Baseline: Monthly .au Create Average
(Refer to Rebate definition in Schedule 2, Campaign Funding Grants)

Estimated campaign uplift: Estimated .au Creates during campaign period
(Refer to Rebate definition in Schedule 2, Campaign Funding Grants)

Campaign Period and timeline of key dates

Proposed campaign start date: [dd/mm/yyyy]

Campaign end date: [dd/mm/yyyy]



Annexure C | Campaign Application Form

	Key project milestones Milestone 1: [dd/mm/yyyy] Milestone 2: [dd/mm/yyyy]	
Campaign Project budget	Production/creative budget:	\$
	Media budget: (Channel split and investment)	<i>e.g. Paid social: \$20,000</i>
		<i>e.g. Outdoor: \$40,000</i>
		<i>e.g. Paid search: \$30,000</i>
		<i>e.g. Other \$XX,XXX</i>
	Total project budget:	\$
Estimated reach/frequency of proposed media buy	<i>e.g. impressions, audience reach</i>	
Upfront payment amount requested	\$AUD incl. GST. (Maximum \$100,000 incl. GST. Note project budget, reporting and campaign duration requirements in Schedule 2: Campaign Funding Grants)	
Attachments (if available) e.g. creative examples, media plan		



Annexure C | Campaign Application Form

Signed for and on behalf of the Recipient by its authorised representative:

.....
Signature

.....
Name

.....
Title

.....
Date



Annexure C | Campaign Application Form

Part B – auDA Notification Form – Campaign Funding Grants

Recipient name:	Insert
ACN:	Insert
Address:	Insert
Campaign Grant Period and amount	Funding Round and year: Insert Grant Amount Requested: Insert Grant Amount Offered by auDA Insert
Additional conditions required of Recipient (if applicable)	Conditions 1. Insert [e.g. Reporting periods for interim and acquittal report as required] 2. Insert etc. Date for completion: Insert
Post-project retrospective meeting	[dd/mm/yyyy]
auDA Approval of Grant	Yes/No



Annexure C | Campaign Application Form

Campaign Funding Grant accepted by
Recipient on **Date**

Signed by **auDA** by its duly authorised
representative:

.....
Signature

.....
Name

.....
Title

.....
Date

Witness:

.....
Signature

.....
Name

.....
Title

.....
Date

Signed by the **Recipient** by its duly authorised
representative:

.....
Signature

.....
Name

.....
Title

.....
Date

Witness:

.....
Signature

.....
Name

.....
Title

.....
Date



Annexure D | Campaign Funding Grants Reporting Requirements

Reports must include the following information:

A. INTERIM PROGRESS REPORT	
Reporting Requirements (Schedule 2, Reports)	Details
Campaign progress – details	Where applicable, for each channel used for each Campaign in the reporting period: - Investment made by recipient per channel - Impressions / reach generated by the Campaign for each media channel; - Click through rate achieved by each media channel; and .au ccTLD domain conversions per channel
New Domain Name registrations – interim numbers	Total new au ccTLD creates in the reporting period
B. ACQUITTAL REPORT (Schedule 2, Reports, Reporting Requirements)	
Reporting Requirements	Details
Recipient under Co Marketing Agreement	
Nominated contact officer Recipient	
Registrar Group [name]	
Registrar receiving Grant	
OR	
Reseller receiving Grant	
Nominated contact officer	
New Domain Registrations for Campaign – Total	
Evidence of Compliance	Details
evidence of campaign in market including links to the relevant sites and ads in market	Can include: - Screenshots of or links to advertising creative in-situ; - Links or screenshots of relevant web pages (e.g. campaign landing pages) Or other evidence of the campaign being in-market.
Description of compliance with Grant Conditions including media performance metrics	Where applicable, for each channel used for each Campaign in the reporting period: - Investment made by recipient per channel - Impressions / reach generated by the Campaign for each media channel;



Annexure D | Campaign Funding Grants Reporting Requirements

	- Click through rate achieved by each media channel; an .au ccTLD domain conversions per channel Lessons learnt, campaign impact and implications for future campaigns
C. REBATE REPORT (Schedule 2, Reports, Reporting Requirements)	
Reporting Requirements	Details
Registrar receiving Grant	
OR	
Reseller receiving Grant	
Nominated contact officer	
Listing of each Registrant and the number, and date of New Domain Names registered [OR listing of New Domain Names by Registrant and date] <i>Note this listing should be able to be sorted by name or registrant or date</i>	Please supply report as Excel/.xlsx spreadsheet
Listing of each Registrant subject to the Registrant Cap (i.e. more than 5 registrations)	
Total New Domain Names subject to the Registrant Cap	
Rebate Requested by Recipient with calculations.	