



ATDW Registration Agreement

Valid to 31 March 2013



The following provisions state the conditions, which will apply during the term set out above when you submit content (including all text, graphics, video/audio and photographs) ("**Content**") to Tourism Queensland ("**We**" or "**Us**").

By subscribing, you and your organisation ("**You**") acknowledge and agree that any listing by Us of information provided by You on our consumer/corporate web site, the Australian Tourism Data Warehouse ("**ATDW**"), or other marketing initiatives is subject to and in consideration of the following.

You:

- (i) **license** Us on a non-exclusive, perpetual and royalty free basis to copy, edit, modify, use, store and further distribute and transmit (by whatever means) the Content as We think fit, provided We act in good faith in the interests of promoting tourism in Queensland and We do not edit or modify your logos or intellectual property without your prior permission; This may include, but is not limited to, utilisation across all Tourism Queensland web activities, publications, databases, kiosks and other marketing activities, distribution to tourism marketing entities and inclusion in the ATDW or by licensed distributors of ATDW;
- (ii) **warrant** that the Content is accurate, is not misleading or deceptive, is not defamatory or obscene, and does not contravene or infringe any third party's rights, including intellectual property rights, and that where any third party approval for use of the Content is required such approval has been obtained and the Content does not breach any conditions attached to such approval, and indemnify us in respect of all loss or liability arising out of any breach of this warranty;
- (iii) **agree** to advise Us of any update, amendment or modification required to the Content during the term of this agreement so that at all times the Content is accurate;
- (iv) **agree** that We can remove the Content immediately and without notice to You if You breach any of these terms or if We receive any written allegation to the effect that the Content does not comply with paragraph (ii) above;
- (v) **agree** that provision of additional content by You (or modification or amendment of existing content) during the term of this agreement is on the basis of the above terms. If We change these terms at any time, We will notify You of the changes. If You do not agree to the changes, You may terminate your listing. If you do not terminate your listing by notice to us within 14 days of receipt of notice of the changed terms you will be bound by the changed terms thereafter;
- (vi) **agree** to indemnify and hold harmless Tourism Queensland against any claim, liability, proceedings, fines, damages and costs of any kind or nature whatsoever which may be made or accrue against US as a result of any error or omission in the information supplied or arising from any listing of the information;
- (vii) **agree** to observe and comply with all laws applicable to your business.
- (viii) **agree** that we may disclose your business and contact details to Tourism Queensland's Advertising Sales Agency for cooperative campaign purposes.
- (ix) **acknowledge** that there is no fee to list during the period, 1 April 2011 to 31 March 2012. After this time a listing fee will apply.

- (x) agree** to pay Us the applicable ATDW listing fee for the period 1 April 2012 – 31 March 2013. Once payment of the listing has been processed and your listing goes live, a full or partial refund will not be payable for any cancellations. No refunds will also be payable for your failure to obtain membership of tourism representative bodies and related discounts at the time of your registration with myATDW.
- (xi) agree** that failure to abide by the above conditions entitles Us to terminate this Agreement and remove all content.