



# Goondiwindi Cinema Advertising Request / Agreement

**IMPORTANT NOTICE**

Goondiwindi Regional Council is collecting personal information you supply on this form in accordance with *Local Government Act 2009*. The personal information collected on this form will be used to process the advertising application and agreement relating to GOONDIWINDI Cinema operations. Your personal information will be accessed by persons who have been authorized to do so. Your information will not be given to any other person or agency unless required by law. Your personal information is handled in accordance with the *Information Privacy Act 2009*. The completion of this application does not guarantee that the application will be granted.

This request is for consideration to place an advertisement at the Goondiwindi Cinema to display during movie showings in the period identified below. The Advertiser is to make themselves aware of the Terms and Conditions for advertising which are attached. The submission of a Request does not guarantee that the Request will be granted. Once Request is approved it will form an agreement between the Advertiser and Goondiwindi Cinema.

**Requester / Advertiser**

Company Name:	
Contact (Full Name):	
Email:	
Telephone (work):	
Mobile:	
Website URL:	

**Advertisement Details**

Subject (brief details):	
Length (seconds):	15 seconds or less <input type="checkbox"/> 20 seconds or less <input type="checkbox"/> 30 seconds or less <input type="checkbox"/>
Format Type:	DCP <input type="checkbox"/> MP3 <input type="checkbox"/> MP4 <input type="checkbox"/>
Slide / Motion:	
Sound track:	<i>Must provide evidence of approval to use music / soundtrack.</i>
Other information:	

**Advertising Request**

Proposed Start Date:	
Movie Genre Preferences <small>Please circle preferences</small>	Kids / Family      Romance      Horror      Comedy      Action      General
Advertising period	3 Months <input type="checkbox"/> 6 Months <input type="checkbox"/> 9 Months <input type="checkbox"/> 12 Months <input type="checkbox"/>
Proposed End Date:	

**Application Made By:** *It is assumed that the Applicant has the appropriate authority to make this Application on behalf of the relevant company.*

<hr/> <i>Printed Name:</i>	<hr/> <i>Signature:</i>	<hr/> <i>Dated:</i>
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**Goondiwindi Cinema ACCEPTANCE Made By:**

<hr/> <i>Printed Name:</i>	<hr/> <i>Signature:</i>	<hr/> <i>Dated:</i>
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## Terms and Conditions for Advertising

1. **Terms.** The term of this agreement is the period as stated in Advertising Period.
2. **Display Schedule.** Goondiwindi Cinema shall have sole discretion as to how the ad(s) will be displayed, i.e., the order of display, and the display schedule.
3. **No Warranty.** Goondiwindi Cinema makes no warranty as to the number of viewers in any audience to which the advertising will be displayed.
4. **Advertising Content.** Each display will be reviewed by Goondiwindi Cinema, which, in its exclusive judgment, will determine whether the advertisement is suitable for public display, will not be offensive to viewers, and will not be detrimental or distracting to the content of the pre-show presentations as a whole. The display will be submitted for review not later than ten (10) days prior to the proposed start date it is to be screened. Advertiser shall be free to provide substitute displays during the term.
5. **Discontinuation of Advertisement/s.** Goondiwindi Cinema reserves the right to discontinue the advertisement/s without notice if it believes that the advertisement/s contravene the terms of this Agreement e.g. where the advertising content is deemed not to be suitable for "G" or "PG" audiences regardless of the scheduled movie classification. Should Goondiwindi Cinema receive and investigate complaints from customers regarding the Advertisement/s Goondiwindi Cinema will discontinue the advertisement/s.
6. **Competition.** Advertiser is aware that Goondiwindi Cinema will be displaying advertising materials for other advertisers. It is possible or likely that these materials may advertise products or businesses in competition with Advertiser. Advertiser agrees and consents to such competing advertisements.
7. **Indemnity.** Without limiting the generality of this agreement, the Advertiser must indemnify and hold the Goondiwindi Regional Council and Goondiwindi Cinema harmless from and against any and all claims, demands, regulatory proceedings and/or causes of action, and all damages, liabilities, costs (including without limitation settlement costs) or expenses (including without limitation legal fees) arising from:
  - a. any breach by the Advertiser of any of the undertakings, terms or conditions of this agreement;
  - b. any alleged:
    - i. misleading or deceptive conduct;
    - ii. infringement of trade mark, copyright, title, slogan, trade indicia or other proprietary rights;
    - iii. piracy, counterfeiting, plagiarism, unfair competition or idea misappropriation; or
    - iv. invasion of the right of privacy, which is in any way connected with any advertising or other materials covered by this agreement.
8. **Copyright.** Goondiwindi Cinema accepts no responsibility for any actions if the Advertiser does not secure permission to use any items that are protected by International and Australian Copyright Law. It is the Advertiser' responsibility:
  - a. to obtain all necessary consents, licences or authorisations required by the Advertiser, under all relevant Australian and Queensland legislation in which the services are provided under this agreement and will ensure that all services provided under this agreement conform to all relevant legislative and regulatory requirements;
  - b. where musical works are used for the purpose of providing the services under this agreement the Advertiser shall give the required notices to copyright owners and pay all royalties as they fall due;
  - c. to obtain all necessary consents, performance rights, licences or authorisations from all and any third party who has the capacity to give the same in relation to any photograph, drawing or other representation of a living individual or any facsimile signature or any photograph, drawing or other representation of any animal or any inanimate object or for the engagement of any person as artist, model, actor (collectively referred to as the 'artist') or otherwise used for the purposes of providing the services under this agreement, the artist to execute an agreement in a form approved by Goondiwindi Cinema.
9. **Governing Law.** This Application between the Advertiser and Goondiwindi Cinema will be governed by the Laws of Queensland, Australia. If any provision of this Request / Agreement is found to be invalid or unenforceable by a Court of Law, it shall be severed and will not affect the remainder of the Request / Agreement which will continue in full force and effect. All rights not expressly granted are reserved.
10. **Disclaimer.** Goondiwindi Cinema makes no representations about the content and suitability for any purpose of the information contained within the advertisement.
11. **Variations.** All variations must be in writing and must be agreed to by both parties. Any changes may be subject to additional costs.

- 12. Length of Advertisement.** Advertisements must not exceed a display time of 30 seconds.
- 13. Payment.** The scheduled advertising fees are payable to Goondiwindi Regional Council 14 working days prior to the start of the proposed Start Date. Fees will be set on the basis of a set dollar amount per the Advertising Period. The dollar amount will be reviewed and set by Goondiwindi Regional Council on an annual financial year.
- 14. Background Music.** Slide advertising will be accompanied by background music at Goondiwindi Cinema's discretion.
- 15. Format.** The advertisement is to be supplied on a USB or hard drive in either DCP, MP3 or MP4 format.