

TERMS AND CONDITIONS

Thank you for engaging the services of Floodlight Media. The purpose of providing you with our Terms and Conditions is to confirm our understanding of the terms of our engagement and the conditions of the services we will provide.

Terms

“Floodlight Media” refers to Floodlight Media Pty Ltd ABN 84 61 29 11 305 and any of its successors and personal representatives.

“Final Quote” is the last quote we provide to You for our products and services as outlined in the Scope of Services.

“Secondary Quote” is a quote provided to you for services and products that You request that are not included in the Scope of Services.

“Scope of Services” refers to the services and products we will provide to You as outlined in writing on the Final Quote.

“Milestone Payments” are payments that are due at certain stages during the provision of the Scope of Services as outlined in these terms.

“Products” refers to the final product and any products we provide to You.

“You” refers to the person, firm, organisation, corporation, successors and personal representatives or other entity engaging the service, and you agree that we are authorised to agree terms with your personal representatives.

“Intellectual Property Rights” refers to all intellectual property rights, including but not limited to patents, copyrights, designs, moral rights, trade and service marks, domain names and trade names.

Quotes

These Terms and Conditions apply to the Final Quote and any Secondary Quote/s provided to you and any contract between you and Floodlight Media.

Any quote provided by Floodlight Media is based on the information that was provided to Floodlight Media at the time of producing the quote. If that information is later found to be inaccurate or You request products or services which go beyond the Scope of Services, Floodlight Media may provide a Secondary

Quote for any additional work that may be required. This Secondary Quote does not supersede the Final Quote but must be paid in addition to the Final Quote.

Intellectual Property Rights

All intellectual property rights relating to any footage, graphic design, animation or other creative artistic work provided to you by or on behalf of Floodlight Media remains the property of Floodlight Media, except to the extent as may be agreed in writing between You and Floodlight Media.

Floodlight Media may display its own copyright and intellectual property notices on any Products and you must not, remove, obscure, deface or alter any such copyright and intellectual property notices.

Floodlight Media will design and develop its Products according to the specifications provided by you and will in no way be liable for the infringement of intellectual property rights. You agree to indemnify Floodlight Media against any infringement or unauthorised use of the intellectual property rights arising from the development of a Product for you.

Floodlight Media reserves the right to use any product developed for You in the Scope of Services for self-promotion unless otherwise agreed in writing between You and Floodlight Media. This is inclusive of but not limited to use in Floodlight Media show-reels and video hosting platforms.

Events or Circumstances Beyond the Control of Floodlight Media

Where an event or circumstance beyond the control of Floodlight Media occurs, which prevents Floodlight Media from complying with any of its obligations under the Scope of Service, including but not limited to:-

- a force of nature;
- the temporary disconnection of power, internet and/or phone services; and
- any act or omission on the part of You, your agents or employees.

Floodlight Media will not be considered in breach of the Scope of Service, these Terms and Conditions or any contract between the parties to the extent that performance is prevented in these circumstances.

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You agree to indemnify Floodlight Media against any loss or damage that may be caused by an event or circumstance that is beyond the control of Floodlight Media.

Travel Expenses

Where Floodlight Media incurs travel and accommodation expenses in relation to the provision of the Scope of Services, as a result of an event or circumstance beyond the control of Floodlight Media, including but not limited to:-

- cancellation or delay of flights or other transport which necessitate new transport arrangements;
- where the provision of products and services under the Scope of Services is delayed or extended necessitating new transport arrangements;

You agree to reimburse Floodlight Media for those expenses within 14 days.

Fees and Engagement

Specific payment schedules will be provided to you on the proposal document issued with the quotation.

You agree to pay all fees outstanding within the time stated on our invoice. Floodlight Media will not be responsible for any delays in providing the services and products outlined in the Scope of Services if You fail to make payment of an invoice within the time stated on that invoice. If You do not pay an invoice You will be responsible for all costs incurred to recover the payment from You on an indemnity basis. In addition You will pay interest on any outstanding amount charged at a rate of 12% per annum and accruing from the date the invoice became overdue to the date of payment.

Your conduct will be deemed as acceptance and You will be bound by these Terms and Conditions. Conduct representing your acceptance of our Terms and Conditions includes providing information, a question or instructions (written or verbal) to act or prepare anything under the Scope of Services.

Storage of Raw Footage

Floodlight Media will store Your raw footage for a period of one year from the completion of the Scope of Services after which time the footage will be deleted unless you enter into an agreement with us to pay us to store the footage.

Floodlight Media will not be responsible for any loss or damage to raw footage caused by an event or circumstance beyond the control of Floodlight Media.

Non-Assignment

You may not assign any of Your rights or obligations under these Terms without Floodlight Media's prior written consent. Floodlight Media may arrange for subcontractors to perform any of its obligations under these Terms or a Production Schedule.

Floodlight Media's failure, delay or neglect to enforce a term of these Terms is not to be taken as a waiver of that term or Floodlight Media's rights, or a consent to, a waiver of, or any excuse for any different, continuing, or subsequent breach.

Appropriate Law

These Terms and Conditions will be governed by and interpreted according to the laws of South Australia. Both parties agree to submit to the exclusive jurisdiction of South Australia.

Severance

If any provision set out in these Terms and Conditions is held to be invalid by a Court of law, the other remaining provisions will remain valid.

Variation of Terms and Conditions

These Terms may only be amended or varied by written agreement between You and Floodlight Media.