

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 NT ("**We**" or "**Us**").

By signing below, 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 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 and in the interests of promoting tourism in the Northern Territory; This may include, but is not limited to, utilisation across all Tourism NT web activities, publications, databases, kiosks and other marketing activities, distribution to tourism marketing entities and inclusion in the Australian Tourism Data Warehouse (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 update, amend or modify 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, or if We are requested to do so by the Australian Tourism Data Warehouse (ATDW).

(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 the Tourism NT against any claim, liability, proceedings, fines, damages and costs of any kind or nature whatsoever (including negligence) which may be made or accrue against US as a result of any error, omission or misdescription in the information supplied, or arising out of or in any way connected with the supply of products or services referred to in the Content.

(vii) agree to take out and maintain adequate public liability insurance to cover your liabilities to third parties arising out of or in any way connected with the supply of products or services referred to in the Content.

(viii) agree that failure to abide by the above conditions entitles US to terminate this Agreement and remove all content.

All communications to Tourism NT shall be in writing to the attention of the ATDW Coordinator, Global Distribution, Tourism NT, GPO Box 1155, Darwin NT 0801.

Name and **ACN** of company: _____

Proprietor's Name/s if business is not incorporated: _____

ABN: _____

Trading Name: _____

Business Address: _____

Signature *: _____

Printed Name of Signature: _____

Title/Position: _____

Date: _____ / _____ / _____

Tourism NT Use Only

*** Signatory must be authorised to bind the Company***

Signature for Tourism NT: _____

Name of Tourism NT Employee: _____

Title/Position of Tourism NT Employee: _____

Date: _____ / _____ / _____

Privacy Notice

The Tourism NT collects your information for the purpose of marketing and further development of the Northern Territory tourism industry. This information is usually provided to some or all of the Tourism NT's partners and will be used only for the purpose for which it was supplied.

You can access your information provided in this form. If you have any queries, please contact The Tourism NT on 08 8999 3900.

Opt Out

I **DO NOT** wish to receive any marketing opportunities or communications from the Tourism NT (via Facsimile, Email, Mail, Phone).

Important Information

Uluru – Kata Tjuta National Park advise that images taken of or in the park, must be approved prior to being used in any promotional representation. Tourism NT require proof that this permission has been granted.

“Applications for the use of images of Uluru and Kata Tjuta for advertising will be assessed according to the guidelines designed to protect the integrity of the Park as a place of Anangu Culture and Law or as a tourist destination. Photography and filming for advertising of such things as motor vehicles, fashions, food and drink, furniture, banking and investment corporations and the like will not be permitted. There must be a clear and favourable correlation between the product and the values of the Park. Inquiries regarding these guidelines are welcome and are outlined in our Plan of Management.”

Applications should be made to the Park Manager, Uluru – Kata Tjuta National Park (08) 8956 2299 or Fax (08) 8956 2064