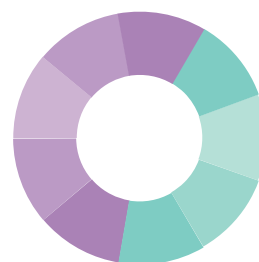


Contributor terms

V2.0

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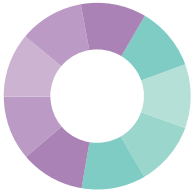


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About these contributor terms

Thank you for providing content (Content) to Gay Parents Australia™, which is owned and operated by Becca Marketing Pty Ltd as trustee for Becca Marketing Trust trading as Gay Parents Australia™ (ABN 50 740 798 709) (we, us, our, or Gay Parents Australia™).

Your decision to provide us with Content is conditional upon your acceptance and compliance with the terms and conditions contained in this document (collectively known as these Terms). By providing us with Content, you agree to, and accept, these Terms. These Terms govern all Content provided to Gay Parents Australia™ by a Contributor for the purpose of being distributed to the Gay Parents Australia™ network (including the Gay Parents Australia™ corporate website at www.gayparentsaustralia.com.au and the Pink Parents Hub® website at www.pinkparentshub.com.au) and via our social media pages and via email communications to our subscribers.

We reserve the right to amend these Terms at any time. The first time you provide Content to us, we will subscribe your nominated Contributor Terms Email Address to our Contributor Terms Email Notifications. We will send email notification of any amendment, revision or modification of these Terms to your nominated Contributor Terms Email Address. However, it is your responsibility to remain opted-in to receive Contributor Terms Email Notifications and to advise us of any changes to your nominated Contributor Terms Email Address and to periodically review these Terms. You agree to be bound by such changes, modifications or revisions as made by us from time to time.

In these Terms, the term Contributor means any person, or organisation, who may submit content to Gay Parents Australia™, for publication.

1. CONTENT

1.1 Gay Parents Australia™ will:

- a) If required, provide the Contributor with some guidelines as to what should be included in the Content (Work Specification) for each separate piece of work (Work) undertaken by the Contributor under these terms (Terms);
- b) work with the Contributor to develop a publication schedule for the Content; and
- c) notify the Contributor of any due date that the Content is required to be submitted to us.

1.2 The Contributor agrees to provide any Content required under clause 1.1(c) above in a timely manner. In the event that the Contributor does not provide us with such content within 5 Business Days, then we may postpone the publication of the Content and publish alternate content in its place.

1.3 The Contributor may, as part of the Content, provide us with images for publication. However, we may, in our sole discretion, accept or reject these images. In the event that we reject any image or images provided by you, then we may source and publish alternate images from your website, blog or social media platforms. You warrant that our use of any images obtained from your website, blog or social media platforms will not breach any law or infringe upon any third party rights. You agree to indemnify us against any claim made against us for any use of the sourced images, as permitted under these Terms.

1.4 The Contributor agrees that all Work produced under these Terms will:

- a) be prepared in accordance with any applicable Work Specification; and
- b) be of a quality and standard that is acceptable to us and will be consistent with the style and tone expected by us.

2. PAYMENT

2.1 In exchange for Gay Parents Australia™ publishing the Content, the Contributor may be required to pay us a fee (the Fee), as agreed between us and you and as specified on any invoice issued by us as agreed between us and you.

2.2 You agree to pay the Fee to us in accordance with any payment method specified on any invoice issued by us.

3. CONTRIBUTOR PROFILE

3.1 If requested by Gay Parents Australia™, the Contributor agrees to create and maintain a contributor profile, which may include your name, a photograph (such as a headshot or logo), biography and any other item that we reasonably require from time to time.

3.2 The Contributor must ensure that their contributor profile is accurate at all times.

4. RIGHTS TO CONTENT

4.1 Unless otherwise agreed in writing, the Contributor assigns to Gay Parents Australia™, all existing and future copyright subsisting in all Work produced under these Terms. Such assignment will be effective from the date that a Work is created.

4.2 The Contributor agrees to do all things necessary to assist us in securing the rights assigned under clause 4.1.

4.3 Without limiting the assignment in clause 4.1, the Contributor agrees that Gay Parents Australia™ has the right to use, reproduce, republish or repurpose a Work in any form of media, either currently known, or subsequently created throughout the world, and in perpetuity. To avoid any doubt, media forms may include, but will not be limited to, any social media platform, website or blog associated with us and/or any of our related entities.

4.4 If Gay Parents Australia™ publishes a Work, or a substantial part of a Work, then the Contributor will be properly attributed to the Work.

4.5 Any failure to properly attribute the Contributor will not constitute a fundamental breach of these Terms and we will be in no way liable for the default of any third party, not under our control, who fails to adhere to clause 4.4. We will use our best efforts to ensure that all Work is properly attributed, as required.

4.6 Without limiting the effect of any other terms or conditions contained in these Terms, the Contributor agrees that Gay Parents Australia™ and any persons authorised by us may modify and publish any Work by amending, adding or deleting from a Work, without acknowledgement that the Work has been modified. We recognise that this right to modify a Work will be exercised fairly and the prejudicial effect of any modification to your reputation will be taken into account when publishing a modified Work.

4.7 Gay Parents Australia™ is under no obligation to publish any Work that the Contributor provides to us.

4.8 The Contributor may request to withdraw content if a change of law, policy, or other circumstance would mean that a Work would become obsolete or inaccurate. Gay Parents Australia™ will not refuse any reasonable request for content to be withdrawn under such circumstances. You will not be entitled to receive a refund for withdrawn content.

4.9 The Contributor agrees not to seek injunctive relief against Gay Parents Australia™ or restrain us from publishing and distributing any Work produced under these Terms. Further, the Contributor agrees that this clause (clause 4.9) is fundamental to these Terms.

4.10 The Contributor may publish any Work, or any part of a Work, on any third party website.

4.11 The Contributor may only publish any Work, or any part of a Work, at a time that is 60 days after Gay Parents Australia™ has published that work unless agreed otherwise in writing.

5. WARRANTIES AND INDEMNITIES

5.1 In authoring the Content under these Terms, the Contributor warrants that:

- a) they will validate the accuracy of any factual information included in the Content;
- b) they will not engage in any conduct, which damages or is likely to prejudice our business or reputation;
- c) they will not defame any person, infringe the copyright or other intellectual property rights of any person; and
- d) the Content is not unlawful, threatening, harassing, hateful, facilitates or encourages conduct that could be considered a criminal offence, gives rise to a civil liability, violates any law, or is otherwise inappropriate in the view of Gay Parents Australia™.

5.2 The Contributor represents and warrants that:

- a) all Content supplied to Gay Parents Australia™ under these Terms will be the original work of the Contributor, unless otherwise agreed in writing;
- b) no part of any Content will have been published previously, unless otherwise agreed in writing; and
- c) the Contributor has the right and power to grant the rights set out in these Terms, free of any third party interests.

5.3 In accepting these Terms, the Contributor agrees to indemnify Gay Parents Australia™ and keep us fully indemnified against all proceedings, claims, actions, damages, costs, losses or harm suffered by us as a consequence of any breach or non-performance by you of any of the representations or warranties contained in these Terms.

6. OUR RIGHT TO REJECT CONTENT

6.1 Without limiting or excluding any other rights possessed by Gay Parents Australia™, we may, by written notice, immediately reject any Content if we have determined through the exercise of our absolute discretion that the Content:

- a) is incomplete; or
- b) is of sub-standard or poor quality; or
- c) does not comply with the terms and conditions contained in these Terms.

6.2 If Gay Parents Australia™ rejects Content under clause 6.1 above, then we may publish alternate content, in which case:

- a) the Contributor will not be entitled to receive a refund; and
- b) we will work with you to ensure that the Content meets with our satisfaction.

7. USE OF 'PROUD PARTNER' LOGOS

7.1 Gay Parents Australia™ may, in its sole discretion, permit the Contributor to display the Gay Parents Australia™ 'Proud Partner' logos (the Logos) on your Website or any other marketing material, until such time that these Terms expire, are terminated or for any other period granted by us.

7.2 If permission is granted under clause 7.1, then we will provide you with a digital version of the Logos, in any format deemed suitable by us.

7.3 You must not use the Logos in any way, other than what has been authorised in writing by us.

8. COMMENTS ON WORK MADE BY THIRD PARTIES

8.1 The Contributor agrees and acknowledges that a third party may publicly comment on any Content submitted by the Contributor.

8.2 The Contributor agrees that Gay Parents Australia™ will be permitted to display any and all comments made by a third party with respect to a Work. However, we will not display any comment that is in breach of our terms of use, which are published on our websites from time to time, or is in any way in breach of the law.

9. TERMINATION

9.1 These Terms will be ongoing until such time that they are terminated by either party in accordance with 9.2.

9.2 Either party may terminate these Terms, with immediate effect, if the other party is in breach of these Terms in any way. The Contributor agrees to hold Gay Parents Australia™ harmless if we terminate these Terms for any reason.

10. PRIVACY

10.1 By agreeing to and accepting these Terms, you also agree to our privacy policy.

11. GENERAL

11.1 The Contributor acknowledges that nothing in these Terms constitutes a relationship of employer and employee, principle and agent or partnership. You remain an independent contractor at all times.

11.2 This Agreement constitutes the entire agreement between the two parties and replaces all prior understandings, agreements and warranties between the parties concerning the subject matter of these Terms.

11.3 Any variation of these Terms must be agreed to in writing (email is fine).

11.4 The Contributor must not use or disclose any confidential information concerning Gay Parents Australia™, which you possess, other than for the purpose of providing Content under these Terms.

11.5 The Contributor must not assign any right or obligation that exists under these Terms without prior written consent from Gay Parents Australia™.

11.6 Gay Parents Australia™ may assign its rights and obligations under this Agreement.

11.7 All rights not expressly granted in the Terms of Use are reserved.

11.8 If we do not act in relation to a breach of the Terms of Use by you, this does not waive our rights to act with respect to subsequent or similar breaches of the Terms by you.

11.9 The laws of Queensland, Australia will govern these Terms.

12. CONTACTING US

Please email us at enquiries@gayparentsaustralia.com.au if you have any questions relating to these Terms.

These Terms were last updated on 15 August 2016.

