

1. BACKGROUND

Mitchell Water Australia Pty Ltd ACN 097 612 149 and its related entities (**Mitchell Water, us, we, our**) is in the business of designing, engineering and constructing pipelines, pumping, storage, and treatment facilities (**Mitchell Water business**).

"**You**" means the person accepting these Community Engagement - Licence & Media Release Terms and Conditions (**T&Cs**).

These T&Cs may be accepted by You:

- by notifying Mitchell Water in writing (including via email) that You accept the T&Cs after receiving a copy of them; or
- by signing any form or document that attaches or references these T&Cs.

Once accepted, these T&Cs become a binding legal agreement between You and Mitchell Water.

2. YOUR ENGAGEMENT WITH US

You may engage or interact with Mitchell Water in various ways including:

- being a member of or participating in a local community organisation that Mitchell Water sponsors or donates to;
- providing feedback to Mitchell Water in respect of its sponsored activities, community events or its goods and services.

In engaging or interacting with Mitchell Water, You may provide us with:

- multimedia content such as digital videos and photographs; and
- feedback that may detail Your experience with us, our services and our community programs,

(collectively, "**Digital Content and Feedback**").

3. IP OWNERSHIP

You and your licensors own and retain any and all copyright and other intellectual property rights (**IP**) in the Digital Content and Feedback provided, and nothing in these T&Cs assigns or transfers any of such IP to us.

4. LICENCE TO USE YOUR DIGITAL CONTENT AND FEEDBACK

You grant to Mitchell Water, free of additional charge, an irrevocable, non-exclusive, perpetual, transferable, worldwide licence to Use the Digital Content and Feedback (and the IP incorporated in them) in connection with the Mitchell Water business including for training and in our community engagement reports ("**Permitted Purposes**").

The Permitted Purposes also includes Use of the Digital Content and Feedback in promotion and marketing materials (including to publicise our sponsorship of the relevant organisation and community event), unless You have expressly indicated in the form or document attaching these T&Cs that You do **not** consent to promotional and marketing use.

We may sub-licence our rights under this clause in connection with the Permitted Purposes.

In this document, "**Use**" means to use, copy, reproduce, adapt, modify, edit, publicly perform, publish (including online) and to otherwise exercise any other right in respect of the particular IP that a holder or owner of such IP can do under the laws of the jurisdiction in which the IP right subsists.

5. MEDIA RELEASE AND MORAL RIGHTS

If You are depicted in any of the Digital Content and Feedback, You consent to Your (and your organisation's) name, voice, image and likeness (**Likeness**) being published in as part of our Use of the Digital Content and Feedback for the Permitted Purposes, and You release us and our successors, assigns and licensees from any payment of compensation, royalties or other amounts in connection with the Use of Your Likeness as part of the Digital Content and Feedback for the Permitted Purposes.

You consent and permit Mitchell Water (and its assignees, successors and any of their licensees) to otherwise deal with, publicly perform, communicate, reproduce, rent, transmit, publish, exhibit, modify or adapt the Digital Content and Feedback (or any part thereof) with or without attribution of authorship to You and in a manner which would, but for such consent, otherwise infringe Your Moral Rights.

In this document, "**Moral Rights**" means moral rights under the *Copyright Act 1968* (Cth) and analogous rights under any other law anywhere in the world.

6. WARRANTIES

You warrant that the Digital Content and Feedback is either Your original work, or You have the consent of the owner of the IP in the Digital Content and Feedback to permit us to Use the Digital Content and Feedback in accordance with these T&Cs.

If any of the Digital Content and Feedback includes personal information (such as the Likeness) of any individuals, You warrant that all such persons have consented to You providing such information to us and that we may Use it for the Permitted Purpose. If requested, You will procure written media and moral rights consents in our favour from such individuals on terms consistent with clause 5.

You warrant that the receipt and Use of the Digital Content and Feedback in accordance with these T&Cs will not infringe the rights of any third party (including IP rights or privacy rights) or breach any laws.

You warrant that you have obtained all necessary consents and approvals from the relevant community organisation to:

- lodge the sponsorship donation application on its behalf; and
- permit Mitchell Water to be associated with the community organisation and the relevant community event as a sponsor.

7. PRIVACY COLLECTION STATEMENT

Mitchell Water is collecting personal information in order to conduct and review the community events and programs we are involved in and / or sponsor, and to publicise and promote such activities and our role in the community. If any information requested is not provided, it may impact your application and how we may conduct the community events.

In order to conduct such events and to utilise the Digital Content and Feedback that You provide to us for the Permitted Purposes, we may disclose the personal information provided to our related companies and third parties who provide us with (or help us provide) our services and community engagement activities. Mitchell Water does not generally disclose personal information to overseas recipients.

Mitchell Water's privacy policy available at <https://mitchellwater.com.au/> states how an individual can seek to access or correct any personal information we hold about them, how to complain about a privacy breach and how we will deal with a privacy complaint. We can be contacted at: info@mitchellwater.com.au.

8. GENERAL

These T&Cs are governed by the laws of Victoria, Australia. The parties submit to the non-exclusive jurisdiction of the courts of that State.

This document cannot be varied except by a document signed by or on behalf of each party.

9. NOTICES

Any notices in connection with these T&Cs may be sent by any legal means, and if You need to send us a notice, You may send it to us via email to info@mitchellwater.com.au or by post to Mitchell Water Australia Pty Ltd, WTC Melbourne, Tower 4, Level 8, 18-38 Siddeley Street, Docklands VIC 3008.