



COPYRIGHT PERMISSION FORM

Note: *Mandatory field

SECTION 1: WHEN SHOULD I USE THIS FORM?

Please complete this form if You wish to use materials, collateral, fact sheets, videos, images, audio or artwork owned by Australian Wool Innovation Limited (or its affiliates or subsidiaries, including The Woolmark Company (**TWC**) (collectively **AWI**).

You do not need to complete this form if You wish to use the Woolmark licensing logos. Requests to use the Woolmark licensing logos should be sent to woolmark@wool.com.

SECTION 2: APPLICANT DETAILS

Full Company Name/Individual's First and Last Name*:

(the **Applicant** or **You**)

Contact Name*:

Email address*:

SECTION 3: DETAILS OF ASSET(S) REQUESTED

Description of Asset(s) requested – what Asset(s) would You like to use?* Please insert the AWI/TWC reference number, if available. For example, The Innovator video, etc.

(the **Asset(s)**)

Display Forum – where will the Asset(s) appear?* (the **Display Forum**)

In printed copy (e.g. in journals, magazines, printed advertorials, etc.)

Digitally (e.g. on a website, social media, etc.)

Video/film/TV/event screen

Term – how long would You like to display the Asset(s)?* (the **Term**)

1 year

2 years

3 years

Purpose – what can You do with the Asset(s)?*

- Use, reproduce, print, display and distribute the Asset(s) in the exact form provided by AWI on a worldwide basis for non-commercial marketing, promotional or educational purposes on the Display Forum, for the Term (the **Purpose**).

Acknowledgement – You **must** include the following Acknowledgement when using or reproducing the Asset(s) (the **Acknowledgement**):

- [Asset type] *provided courtesy of Australian Wool Innovation/The Woolmark Company*.
For example: *Images provided courtesy of The Woolmark Company*.

SECTION 4: GRANT OF PERMISSION TO USE THE ASSET(S)

Subject to compliance with Terms and in consideration of the promises made herein, AWI grants to the Applicant a non-exclusive, non-transferable, non-sublicensable, revocable, worldwide, royalty-free licence to use the Asset(s) for the Purpose (the **Licence Terms**).

SECTION 5: TERMS OF USE (THE TERMS)

The Applicant acknowledges and agrees:

- AWI may, at its discretion, refuse any application to use the Asset(s) if, in AWI's opinion, the Applicant is not a suitable candidate to use the Asset(s) or if the Applicant's use of the Asset(s) may be adverse to AWI's reputation, the wool industry, or AWI's plans for the Asset(s);
- that all rights, title and interest, including intellectual property rights, in or to the Asset(s) are the sole property of AWI or its licensors;
- to only use the Asset(s) in accordance with the Licence Terms. Any use of the Asset(s) outside the scope of the Licence Terms is strictly prohibited unless pre-approved by AWI in writing;
- not assign, sub-licence, transfer or otherwise deal in any manner with its rights under these Terms without the prior written approval of AWI;
- to include the Acknowledgement when reproducing the Asset(s);
- not to represent that Applicant has any endorsement or affiliation with AWI outside the Acknowledgement or as otherwise agreed with AWI and pre-approved in writing;
- to only use Asset(s) in the form provided by AWI and not to alter, modify or adapt the Asset(s) in any way or create any derivative works based on the Asset(s) unless prior written permission is granted by AWI. Where modifications are permitted by AWI in writing, AWI retains or obtains ownership of all rights (including intellectual property rights) in all derivative works;
- to provide a copy or display of its use of the Asset(s) to AWI at Applicant's cost if requested by AWI's review, use or distribution;
- not to use the Asset(s) in any way which violates or infringes the rights of others or otherwise reflects poorly or would be detrimental to AWI or the wool industry's reputation, image, name or goodwill;
- to immediately notify AWI in writing if the Applicant becomes aware of any actual, suspected or threatened infringement of the Asset(s) by a third party. AWI may take action at its discretion;
- that the Licence Terms expire at the end of the Term or when AWI otherwise terminates the Licence Terms, which may be done at any time by providing notice to the Applicant, with or without cause;
- that AWI (and its affiliates), to the extent permitted by law, do not provide warranties in relation to the Asset(s) or any use of the Asset(s) by the Applicant for any purpose and will have no liability to the Applicant arising out of its use of the Asset(s);

- to indemnify AWI, its related entities, affiliates, officers, employees, contractors and agents against all losses, claims, damages, costs, liabilities or expenses suffered by them arising out of or in connection with the use of the Asset(s) by Applicant, however arising, or the Applicant's breach or negligent performance of these Terms;
- AWI (and its affiliates) is collecting the Applicant's personal information to process this request and contact the Applicant in relation to the same. AWI may update the Asset(s) from time to time and may provide updated copies of the Asset(s) to the Applicant at its sole discretion;
- will comply with all applicable privacy laws, including where applicable the Australian Privacy Principles in the Privacy Act 1988 (Cth) and Regulation (EU) 2016/679 (the General Data Protection Regulation) in the collection, protection, use, maintenance, processing, handling and disclosure (including trans-jurisdictional disclosure) of any personal information in connection with exercising its rights or carrying out its obligations set out in these Terms. The Applicant will immediately notify AWI of any breach of privacy laws or any demands, complains or enquiries from individuals with respect to the privacy laws in connection with use of the Asset(s);
- these Terms are governed by the laws of New South Wales, Australia. The parties irrevocably submit to the non-exclusive jurisdiction of the courts of New South Wales, Australia; and
- this form and these Terms may be updated from time to time by AWI. An updated version of this form and these Terms will be published on AWI's website(s) at all times.

SECTION 5: ACCEPTANCE AND AGREEMENT

The Applicant accepts and agrees that:

I understand and agree to be bound by the Terms of Use (above) and AWI's Privacy Policy.*

I agree to receiving communications from AWI/TWC from time to time about all things wool and wool related events near me.

Applicant Signature*

Date (DD/MM/YYYY):*

Once this form has been completed, please save a copy for your records and submit a copy to digitallibrary@wool.com