

Destination Imagination Australia

Team Purchase Agreement

Between One Giant Leap Australia Pty Limited trading as Destination Imagination Australia ("**Destination Imagination**") &
_____ (the school, educational institution, association, company or
team)("we", "us")

In consideration of Destination Imagination providing the Team with an opportunity to participate ("**the Team Number**") in the 2019 Australian Destination Imagination Program and Tournaments ("**the Tournament**"), we agree to the following terms and conditions:

1. The Team will consist of the nominated students ("**Team Members**") and supervising teacher/adult ("**Team Manager**") of the school, educational institution, association, company or team ("**the Customer**").
The Team
2. The Customer warrants that:
 - a. All nominated Team Members and Team Manager are eligible and suitable for their respective positions.
 - b. The Team Manager will be responsible for all Team Members' physical and emotional wellbeing and safety.
 - c. To provide Destination Imagination with requested information within one (1) month of purchase of the Team Number including:
 - i. Details of every Team Member under the Team Number including full name, date of birth, gender and address;
 - ii. Details of each Team Member's parent/legal guardian including full name, address, contact email and contact phone number;
 - iii. Details of the Team Manager including their full name, contact email and contact phone number;
 - iv. Current Working with Children Checks for the Team Manager and all persons aged over eighteen (18) years old attending the Tournament or Global Finals Tournament or any other event or activity connected to the Tournament or Global Finals Tournament.
 - d. To advise Destination Imagination in writing without delay of any changes in detail of any Team Member, the Team Member's parent or legal guardian and Team Manager.
 - e. To restrict access to any materials provided by Destination Imagination or Destination Imagination Inc to the Team including The Challenge, The Road Map and Rules of the Road to the Team Members and the Team Manager.
 - f. We have read and understood all terms and conditions, policies and guidelines set by Destination Imagination and Destination Imagination Inc. including policies regarding privacy, use of information, copyright and eligibility requirements of Team Members and Team Managers.

Payments

3. The Customer warrants payment of the following:
 - a. The Team Number to Destination Imagination in accordance with payment terms provided;
 - b. Any registration fees, accommodation, food, transport or other cost required for the Team to participate in workshops, training, Tournaments and (if applicable) Global Finals Tournament within payment terms provided.
4. If the Customer or the Team have any questions regarding payments, they are to raise this with Destination Imagination at the earliest opportunity.

Global Finals Tournament

5. The Customer and the Team understands and agrees that:
 - a. The Global Finals Tournament is a private event run by Destination Imagination Inc. whereby parties require a valid invitation/offer from Destination Imagination to participate;
 - b. Destination Imagination cannot guarantee a position for us to participate in the Global Finals Tournament;
 - c. If Destination Imagination offers a position for the Team to participate in the Global Finals Tournament, the Team must decline or accept the offer within one (1) week of the initial offering.
 - d. Destination Imagination cannot guarantee a position for the Team to participate in the Global Finals Tournament if the Team declines the offer or does not accept the offer within one (1) week of the offer.
 - e. Destination Imagination offering a position for us to participate in the Global Finals Tournament does not carry the title of "National Winner" and agree not to state or infer same in any public or private manner.
 - f. Should the Team accept Destination Imagination's offer to participate in the Global Finals Tournament, the Team accepts that Destination Imagination will procure all travel and accommodation arrangements for the invited Teams, relatives, friends and supporters at the Global Finals Tournament and the Team accepts the conditions of Destination Imagination's travel arrangements.
 - g. Should the Customer or Team attempt to make alternative travel and accommodation arrangements for the invited Teams, relatives, friends and supporters to and at the Global Finals Tournament, Destination Imagination may, at its discretion, withdraw the Team's offer of participation.
 - h. Destination Imagination and/or Destination Imagination Inc may refuse to allow entry of unauthorised or uninvited people to the Global Finals Tournament as they see fit including relatives, friends or supporters of Team Members.
6. The Customer and Team warrants to provide Destination Imagination, Destination Imagination Inc, CareMonkey Pty Ltd with all requested personal information, medical information, consents and other documents in a frank and timely manner including but not limited to current Working with Children Checks for all persons over eighteen (18) years of age.

Confidential Information

7. The Customer, Team Members and Team Manager acknowledges that Destination Imagination will have access to personal and sensitive information about the Team that might be subject to the Privacy Act 1988 (Cth) ("The Privacy Act") or the Public Interest Disclosure Act 2013 (Cth).

8. The Team consents to Destination Imagination providing personal information to third parties to enable the Team to participate in the Tournament, Global Finals Tournament and any other event organised by Destination Imagination.
9. The Team consents to Destination Imagination taking photographs, video or sound recordings and words of the Team and that Destination Imagination may use same for marketing, educational, promotional, business or other reasonably foreseeable purposes.

Indemnity

10. The Customer, Team Members and Team Manager indemnifies Destination Imagination for any liability or responsibility arising out of:
 - a. Their breach of any of the warranties set out in this Agreement;
 - b. Any action brought by Government bodies and third parties in connection with the Tournament or Global Finals Tournament;
 - c. Cancellation and/or delay of the Tournament, loss of enjoyment and/or expectation, disappointment, and any other losses or damages except arising out of a direct act or gross negligence of Destination Imagination;
 - d. A Team Member or Team Manager not following the instructions or guidelines provided by Destination Imagination and/or other third parties.

Termination

11. Destination Imagination may terminate this Agreement in the following circumstances:
 - a. The Customer, Team Member or Team Manager breaches this Agreement or fails to carry out their obligations under this Agreement;
 - b. Destination Imagination determines, at their sole discretion that the Tournament or Global Finals Tournament is unsafe or unsuitable for the Team, Team Member, Team Manager, the Public or Destination Imagination;
 - c. The information provided by the Team, Team Member or Team Manager is inaccurate, false or misleading;
 - d. Any other reason Destination Imagination sees fit in the circumstances.

Other

12. If any dispute, claim or uncertainty arises in respect of this Agreement, the Party will notify the other Party in writing and the Parties will attempt to resolve the dispute. If the Parties cannot reach a resolution within 14 days of notice, the Parties will meet for an informal mediation within 28 days. If informal mediation is unsuccessful, the Parties will refer the matter for mediation at the Australian Disputes Centre.
 13. This Agreement is binding on and enforceable by the Customer and Destination Imagination, their successors, legal representatives and assigns.
 14. This Agreement is the whole agreement between the parties.
 15. This Agreement will become effective when signed by the Customer.
 16. The Agreement may be varied in writing upon agreement between the parties.
 17. The Parties acknowledge that Destination Imagination may assign their rights and obligations under this Agreement without notice or consent from the other Parties.
 18. If any part of this Agreement is illegal, invalid or unenforceable, it is severed from this Agreement and the remainder of the Agreement will remain enforceable.
 19. Terms of this Agreement are to be construed in accordance with the laws in the State of New South Wales and the Commonwealth of Australia.
 20. Destination Imagination relies on the Customer's warranties and representations provided including those contained in this Agreement.
- Acceptance of Agreement
21. By signing this Agreement, the Parties warrant that they:
 - a. Have the necessary authority and consent to enter into this Agreement;
 - b. Have the legal and financial capacity to enter into this Agreement;
 - c. Will abide by the terms and obligations under this Agreement; and
 - d. Provide the warranties under this Agreement.

<p>SIGNED for and behalf of One Giant Leap Australia Pty Limited ACN 605 697 587 in accordance with section 127 of the Corporations Act 2001 (Cth) by:</p>	<p>..... Signature</p> <p>..... Name, Position</p>
<p>SIGNED for and behalf of [insert Customer] [ABN/ACN]:</p> <p>..... Signature</p> <p>..... Name, Position</p>	<p>..... Signature</p> <p>..... Name, Position</p>