



# GAWLER CENTRAL FOOTBALL CLUB

2017 COLLECTION



### CUSTOM CUT & SEW POLO

POLO | JS SPORTS



### P215 - ROUND NECK TEE

SUBLIMATED TEE | JS SPORTS



### P295 - SINGLET

SUBLIMATED SINGLET | JS SPORTS



## 1505 - SOFTSHELL JACKET

STERLING JACKET | AUSSIE PACIFIC



## STORM FIT JACKET





### P598 - PANELED HOODIE

BLACK/GOLD PIPING | JS SPORTS



### JK29 - PADDED VEST

BLACK PADDED VEST





## BSPS - ZENITH SPORTS BAG

LARGE SPORTS BAG | GEAR FOR LIFE

NAME



## 1. YOUR REPRESENTATIONS AND WARRANTIES

You represent and warrant that:

- 1.1. You are authorised to make available to us your content and any material submitted for inclusion in our engagement ("the Client Content") in the designs and products that We are to create and produce on your behalf and that We are acting under your authority;
- 1.2. You own all rights to the Client Content provided or alternatively, that You have the unrestricted right to give Us the rights to display, perform, adapt, modify, distribute, make derivative works of and otherwise incorporate, use reproduce and exploit the Client Content in the designs and products that We will create and produce on your behalf as part of Our engagement;
- 1.3. You have paid and will pay in full any fees or other payments that may be related to the use of the Client Content;
- 1.4. The Client Content complies with all relevant laws and regulations and that its incorporation, alteration, use, publication and reproduction in accordance with Our engagement will not give rise to any claims or liabilities against Us and further its incorporation, alteration, use, publication and reproduction in accordance with Our engagement does not breach or infringe the intellectual property rights, privacy rights, publicity rights, moral rights, confidential rights or other legal rights of any third party;
- 1.5. You fully indemnify Us against all claims, liabilities, demands, proceedings, costs (including solicitor client costs), expenses, damages, awards, judgments and any other liability whatsoever arising wholly or partially, directly or indirectly from or in connection with the incorporation, alteration, use, publication and reproduction of the Client Content in accordance with Our engagement. In particular and without limitation You indemnify Us against any claims arising from allegations that the Client Content contains material which constitutes:
  - 1.5.1. defamation, libel, slander of title;
  - 1.5.2. infringement of copyright, trademarks or other intellectual property rights;
  - 1.5.3. breaches any all relevant laws and regulations; or
  - 1.5.4. privacy rights, publicity rights, moral rights, confidential rights or other legal rights of any third party.
- 1.6. You grant Us a non-exclusive, royalty free, fully-paid, perpetual, worldwide irrevocable, license to use, reproduce, display, perform, adapt, modify, distribute, make derivative works of and otherwise exploit the Client Content in connection with Our engagement, but not limited to advertising and promoting Us and Our services and including referring to You as a user of Our services.

## 2. YOUR ACKNOWLEDGEMENTS

You acknowledge and agree that:

- 2.1. You have read and agree to be bound by the terms of all legal notices posted on Our website [www.jssports.com.au](http://www.jssports.com.au) including [Credit Application and Terms of Trading Agreement](#), [Privacy Policy](#), [Terms of Use and Disclaimer](#);
  - 2.2. all intellectual property including copyright that We create and produce on Your behalf will remain Our rightful property, unless stated otherwise in writing;
  - 2.3. any Client Content provided by You will be a final version and any further time spent by Us due to subsequent changes or substitution of the Client Content will be charged at the current hourly rate in addition to the quotation amount;
  - 2.4. We are not under any obligation to monitor or censor the Client Content, but We reserve the right to do so;
  - 2.5. We are not responsible for the Client Content in any of the designs and products that We create and produce on Your behalf or for any errors or omissions;
  - 2.6. You are licensed to view or use the designs and products that We create and produce on Your behalf for the purpose they are created;
  - 2.7. You must obtain Our written consent prior to using the designs and products that We create and produce on Your behalf for any other purposes; and
  - 2.8. We may remove or refuse to use any Client Content provided by You without having to provide any reason or explanation.
- ### 3. DISCLAIMER AND LIMITATION OF LIABILITY
- 3.1. You understand and agree that Our engagement is provided by on an "as is" basis.
  - 3.2. We make no representation or warranty about the completeness or accuracy of any information provided in the designs and products that We will produce on Your behalf. We are not responsible for typographical errors or omissions.
    - 3.3. To the extent allowable under the Competition and Consumer Act 2010 or any other applicable law, We:
      - 3.3.1. exclude all conditions and warranties implied into this agreement;
      - 3.3.2. exclude consequential, special or indirect loss or damage (including but not limited to loss of opportunity, loss or revenue, loss of data and loss of profits);
      - 3.3.3. limit Our liability for breach of any condition or warranty that We cannot exclude to (at Our option) re-supplying the service or paying the cost of having the service re-supplied; and
      - 3.3.4. limit Our liability in respect of any other claim under or in connection with this agreement, whether the claim is based in contract, tort (including negligence), statute or otherwise, to the amount paid to Us by You under this agreement and reduce that liability to the extent that You cause or contribute to the loss the subject of the claim.
    - 3.4. You must take all reasonable steps to minimise any loss You suffer or are likely to suffer and that is the subject of a claim against Us under this agreement. If You do not take reasonable steps to minimise that loss, then Our liability to You for the relevant claim will be reduced accordingly.
  - 3.5. We will not be liable under this agreement to the extent that liability is caused by:
    - 3.5.1. any breach of Your obligations under this agreement or a negligent act or omission by You; or
    - 3.5.2. any delay in performance or breach of this agreement which arises as a result of any matter beyond Our control.

## 4. YOUR ACCEPTANCE

You will be deemed to have accepted the terms and conditions of this agreement by signing as required below, or by approving the works and/or instructing Us to proceed with Our engagement.