



Ad Standards Industry Jury
PO Box 5110, Braddon ACT 2612
P (02) 6173 1500 | F (02) 6262 9833

AdStandards.com.au

Advertising Standards Bureau Limited
ACN 084 452 666

DEED OF INDEMNITY

THIS DEED is made on the _____ day of _____ 20____

BY:

[INSERT NAME OF COMPLAINANT and ACN (if applicable)]

OF:

[INSERT ADDRESS OF COMPLAINANT]

("the Complainant")

IN FAVOUR OF:

Advertising Standards Bureau Limited (ACN 084 452 666) of PO BOX 5110 BRADDON ACT 2612
("Ad Standards")

TERMS

1. DEFINITIONS

1.1 The following definitions apply in this deed, **unless the context requires otherwise:**

"Industry Jury" means the Ad Standards Industry Jury;

"Complaint" means the written complaint lodged by the Complainant with Ad Standards which contains the details of the complaint which the Complainant wishes the Industry Jury to resolve, a copy of which is attached to this deed;

"Industry Jury Members" means the persons appointed by Ad Standards to hear and determine the Complaint and, if any of those Industry Jury members are partners in a partnership or an employee employed by a partnership, any of the partners in that partnership; and

"Self Regulation Companies" means the Australian Association of National Advertisers (AANA) ACN 003 179 673 and any bodies established by it in relation to its system of self regulation of advertisers including Ad Standards and the Australian Advertising Standards Council (AASC) ACN 078 110 871.



2. INDEMNITY

2.1 In consideration of Ad Standards reviewing and assessing the Complaint and appointing the Industry Jury Members to resolve the Complaint and the Industry Jury Members acting in their capacity pursuant to the rules of Ad Standards in resolving and determining the Complaint, the Complainant shall indemnify and keep indemnified:

- (a) each of the Self Regulation Companies jointly and severally and their officers and employees against all claims, losses (including consequential losses), damages, costs (including legal costs), liabilities or expenses or otherwise that any of them may incur as a result of reviewing and assessing the Complaint, managing the process for the complaint to be determined and appointing the Industry Jury Members to hear and determine the Complaint, and the publication of the decision and any other act manner or thing relating to the review, assessment and determination of the Complaint and management of the process; and
- (b) the Industry Jury Members and each of them against all claims, losses (including consequential losses), damages, costs (including legal costs), liabilities or expenses or otherwise that the Industry Jury Members may incur as a result of the Industry Jury Members acting in their capacity as members of the Industry Jury to determine the Complaint, the publication of the decision, or any other act manner or thing related to the duties to be performed by the Industry Jury Members in their appointment as an Industry Jury Member.

2.2 The indemnity in clause 2.1 does not apply to the extent that any such loss, damage, cost, charge expense or other liability was caused by the fraud or negligence of any of the Self Regulation Companies, their officers or employees, or the Industry Jury Members.

3. Release

The Complainant releases the Self Regulation Companies jointly and severally and their officers and employees, the Industry Jury Members and each of them from all manner of actions, suits, causes of action, arbitration, debts, dues, costs, claims, demands, interest, verdicts and judgments whatsoever both at law and in equity or arising under the provisions of statute which the Complainant could would or might at any time in the future have against Ad Standards, its directors, officers, servants or agents, the Industry Jury Members or any of them in respect of any of their act or omissions in relation to the Complaint.

4. General

This deed is governed by the law in force in the Australian Capital Territory and the Complainant submits to the non-exclusive jurisdiction of the Courts of that Territory.



EXECUTION

Executed as a deed.

[Company with two directors]

Signed, sealed and delivered by the **Complainant** in accordance with section 127 of the Corporations Act 2011 (Cth) by:

Signature of director/company secretary

Signature of director

Print name

Print name

[Company with sole director]

Signed, sealed and delivered by the Complainant in accordance with section 127 of the Corporations Act 2011 (Cth) by:

Signature of sole director and sole company secretary who states that they are the sole director and sole secretary of the Complainant

Print name



[Company with authorised representative]

Signed, sealed and delivered on behalf of the **Complainant** by its duly authorised representative in the presence of:

Signature of witness

Signature of authorised representative

Print name of witness

Print name of authorised representative

By executing this deed the signatory warrants that the signatory is duly authorised to execute this deed on behalf of the Complainant.

[Individual]

Signed, sealed and delivered by the **Complainant** in the presence of:

Signature of witness

Signature of Complainant

Print name of witness

Address