



*creative services*

for Conferences, Meetings, Trade Shows and Business Events

## Permission to Broadcast

**Invisage Creative Services require access to Confidential Information for the purposes of broadcasting electronic communication, via email, on your behalf. In order to complete this undertaking we require your signed confirmation that you have permission, from each recipient, under the SPAM Act to deliver this form of communication to them.**

The SPAM Act states that each recipient must give you permission to send to them. This consent can be express consent or inferred consent, which would be based on the business relationship that your organisation has with that recipient.

**By signing this form you are providing legal confirmation that you have permission to send to all recipients. Please complete and fax to Invisage on +61 3 9395 3788**

**THIS** Authority to send to recipients is made on \_\_\_\_\_ [please enter date]

**BY**

[Please enter your name company details and ABN] ("Disclosing Party").

### **FOR THE PURPOSE OF**

[Please summarise the purpose of the email campaign] ("Approved Purposes")

### **OPERATIVE PROVISIONS**

1. Invisage and its employees (Invisage) acknowledge that the Disclosing Party has allowed access to Confidential Information for the purposes of broadcasting email campaigns ("Approved Purposes") in consideration of executing this undertaking.
2. Invisage agree to:
  - a) only use or copy Confidential Information for the Approved Purposes;
  - b) not disclose, communicate, or permit the disclosure or communication of the Confidential Information to any third person in any manner without the written consent of Disclosing Party.
3. Despite clause 1, Invisage is allowed to disclose Confidential Information to the extent required by law but before doing so must notify the Disclosing Party in case it requires to challenge the requirement to do so.
4. If Confidential Information is no longer required for the Approved Purposes, or after a request from Disclosing Party, Invisage agree to immediately deliver all forms of Confidential Information in its possession, or control to Disclosing Party.
5. Invisage indemnify Disclosing Party against all liability or loss arising from, any breach by me of this undertaking unless Disclosing Party did not have required permission from recipients to send to them.
6. For the purpose of this undertaking, "Confidential Information" means all information about the Disclosing Party which has been provided to me or learned by me in connection with the Approved Purposes (but does not mean information which is generally known to the public).

**SIGNED** by Authorised Representative

[Name]

Date

### **Invisage Creative Services**

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