

## Terms and Conditions Contract – Wellness Sponsor

Join us in making a difference in the lives of those battling complex chronic illnesses in New Zealand through Corporate Social Responsibility.

Your support will help us ensure that no one faces these challenges alone and that everyone receives the care and assistance they deserve. Together, we can build a stronger, more supportive community for individuals and families affected by chronic illnesses.

**These terms and conditions outline the wellness sponsorship programme and the obligations of both the sponsor (donor) and the recipient (Complex Chronic Illness Support).**

To become a Wellness Sponsor, the sponsor agrees to one of the following sponsorship packages: Bronze, Silver, Gold, or Platinum. They are outlined as follows:

### 1. Sponsorship Package:

Sponsorship Package	Price	Description
Bronze Sponsor	A chosen sum up to \$1000.00 NZD	<p>The sponsor has the option to select a specific amount, up to a maximum of \$1000.00 New Zealand Dollars, payable to Complex Chronic Illness Support Inc.</p> <p>In appreciation of the sponsor's contribution, they will receive the following acknowledgments:</p> <ul style="list-style-type: none"> <li>- The sponsor will be recognised on the CCI Support public Facebook page in a single post, featuring the sponsor's logo.</li> <li>- The sponsor's logo will be prominently displayed on the CCI Support website, on the "Our Supporters" page, under the Bronze Sponsors section.</li> </ul>

<p>Silver Sponsor</p>	<p>\$1001.00- \$5000.00 NZD</p>	<p>The sponsor selects an amount ranging from \$1001.00 to \$5000.00 New Zealand Dollars, payable to Complex Chronic Illness Support Inc.</p> <p>In appreciation of the sponsor's contribution, they will receive the following acknowledgments:</p> <ul style="list-style-type: none"> <li>- The sponsor will be recognized on the CCI Support public Facebook page in a dedicated post, featuring the sponsor's logo.</li> <li>- The sponsor's logo will be prominently displayed on the CCI Support website, on the "Our Supporters" page, under the Silver Sponsors section.</li> <li>- The logo will include a hyperlink URL leading to the sponsor's website of choice.</li> </ul>
<p>Gold Sponsor</p>	<p>\$5001.00- \$10000.00 NZD</p>	<p>The sponsor selects an amount ranging from \$5001.00 to \$10,000.00 New Zealand Dollars, payable to Complex Chronic Illness Support Inc.</p> <p>In recognition of the sponsor's contribution, they will receive the following acknowledgments:</p> <ul style="list-style-type: none"> <li>- The sponsor will be acknowledged on the CCI Support public Facebook page in a dedicated post featuring the sponsor's logo (three (3) times).</li> <li>- The sponsor's logo will be displayed on the CCI Support website, on the "Our Supporters" page, under Gold Sponsors. This includes a hyperlinked logo leading to the sponsor's chosen website.</li> <li>- The sponsor will be recognised in both the CCIS public and member-only newsletters,</li> </ul>

		<p>with a 1/3-page advertisement of the sponsor's choice.</p> <ul style="list-style-type: none"> <li>- The sponsor will receive complimentary membership to the CCI Support services and access to the online Towards Wellness Programme hub for one (1) staff member or one (1) family member of a staff member per year.</li> </ul>
Platinum Sponsor	\$10,001.00+ NZD	<p>The sponsor has the option to select a specified amount exceeding \$10,001.00 New Zealand Dollars, payable to Complex Chronic Illness Support Inc.</p> <p>In recognition of the sponsor's contribution, they will receive the following acknowledgments:</p> <ul style="list-style-type: none"> <li>- The sponsor will be acknowledged on the CCI Support public Facebook page in a dedicated post featuring the sponsor's logo (six (6) times).</li> <li>- The sponsor's logo will be displayed on the CCI Support website, on the "Our Supporters" page, under Platinum Sponsors. This includes a hyperlinked logo leading to the sponsor's chosen website.</li> <li>- The sponsor will be recognised in both the CCIS public and member-only newsletters, with a quarter-page advertisement of the sponsor's choice.</li> <li>- The sponsor will receive complimentary membership to the CCI Support services and access to the online Towards Wellness Programme hub for two (2) staff members or two (2) family members of a staff member per year.</li> </ul>

## 2. Term:

The term of this Contract shall begin on the Effective Date and will automatically renew annually on the effective date unless terminated by either party. CCI Support will extend an invitation to the sponsor to renegotiate the agreement annually 90 days before the effective date.

## 3. Grant of Rights

Upon payment of the sponsorship fee by the Sponsor, CCI Support grants the Sponsor the following rights during the term of this Contract (the "Sponsorship Rights"):

- 3.1 The Sponsor is granted the right to use the CCI Support's logo, name, and the name of the sponsorship program to promote their sponsorship. A draft copy must be approved by CCI Support prior to publication.
- 3.2 The Sponsor will be named in press releases related to the Sponsorship Programme if appropriate.

## 4. Sponsorship Fee

- 4.1 The Sponsorship Fee for the [Bronze, Silver, Gold, Platinum] Wellness Sponsor package shall be a total chosen by the sponsor. The payment shall be made a) upfront or b) in a number of agreed instalments. If b) is chosen, the Sponsor agrees to pay Complex Chronic Illness Support Inc. an agreed amount in each instalment totalling the full sum.
- 4.2 The mode of payment shall be via bank transfer or any other mode as agreed by the Parties. A receipt will be provided each time an instalment is made.
- 4.3 As the Wellness sponsor, once you have agreed to a package, you will be responsible for payment as per the terms of the agreement. Should you not be able to make the payment, please notify CCI Support as soon as possible to discuss alternative arrangements.

## 5 License

The Sponsor grants CCI Support a non-exclusive limited license to use its intellectual property, including logos, trade names, and other brand trademarks, for promoting or advertising the Wellness Sponsorship programme. CCI Support agrees to obtain written approval before using such Sponsor Trademarks.

## 6 Intellectual Property Rights

All Sponsor Trademarks provided to CCI Support shall remain the exclusive property of the Sponsor, and CCI Support shall have no intellectual property rights in those trademarks.

## **7 Representations and Warranties**

Both Parties represent and warrant that they have all the rights, power, and authority to enter into this Contract. The CCIS shall comply with all applicable laws and warrants that it has all the licenses, permits, or other authorisations necessary to conduct and deliver the Wellness Sponsor contract.

## **8 Indemnification**

CCI Support agrees to indemnify and hold harmless the Sponsor, its affiliates, employees, and permitted successors and assigns against any losses, claims, damages, liabilities, expenses, reasonable legal fees, resulting from the negligence of or breach of this Contract by CCI Support. Additionally, that CCI Support will not be held liable for any loss incurred to the sponsor.

## **9 Confidentiality**

- 10.1 During the term of this Contract, both Parties shall not disclose any shared confidential information related to the Programme without written consent.
- 10.2 Privacy Act 2022: Both parties agree to comply with the Privacy Act 2022 and any relevant privacy laws governing the handling of personal information in relation to this Contract. Any personal information exchanged between the parties shall be handled in accordance with these laws.

## **11 Termination**

This Contract may be terminated by either Party upon 30 days prior written notice, upon breach of any terms herein, or upon completion of the Programme.

## **12 Non-Waiver**

No delay or failure by either party to perform their obligations under this Contract shall constitute a waiver of any terms and conditions under this Contract.

## **13 Relationship of Parties**

Neither Party shall establish any partnership, joint venture, or employment relationship. CCI Support operates as an independent charity and is committed to fulfilling its obligations under this agreement.

## 14 Insurance

Both Parties shall maintain all required insurance coverages during the term of this Contract and provide proof upon request.

## 15 Arbitration

Any dispute arising out of this Contract shall be resolved by Arbitration in accordance with the laws of New Zealand. The arbitration shall be conducted by arbitrators appointed by mutual agreement of the Parties. If the Parties fail to agree on the appointment of arbitrators within 30 days, the arbitrators shall be appointed by the New Zealand Arbitration Authority or similar. The place of Arbitration shall be in person or online, as advised by the New Zealand Arbitration Authority or similar. The decision of the arbitrators shall be final and binding upon both Parties.

## 16 Miscellaneous

- 16.1 Assignability: Neither Party may assign this Contract without written approval.
- 16.2 Notices: Any notice required by this Contract shall be in writing.
- 16.3 Force Majeure: Neither Party shall be liable for failure in performance due to causes beyond its control.
- 16.4 Modification: No modification of this Contract shall be made unless in writing and signed by both Parties.
- 16.5 Severability: If any term is held invalid, all other terms shall remain in effect.
- 16.6 Governing Law: This Contract shall be governed by the laws of New Zealand.
- 16.7 Entire Contract: This Contract constitutes the entire understanding of the Parties and supersedes all prior contracts.