

Charitable Donation Program Beneficiary Agreement

Between the Program Beneficiary and LLL Australia. Regarding Program roles, responsibilities and obligations.

Executive Summary

- LLL Australia (**LLL**), as Australia's leading charitable financial organisation, is committed to offering financial products that align with its mission to support the Lutheran Church of Australia and its community.
- LLL provides the Charitable Donation Program so that Christian Communities around Australia can advance, thrive and prosper.

This Charitable Donation Program Beneficiary Agreement (**Agreement**) is entered into by you, the Beneficiary, and LLL (together, the **Parties**), through completing the *Charitable Donation Program Nomination form for Beneficiaries*, on the date signed by you.

Definitions

LLL (us)	Means Lutheran Laypeople's League of Australia Limited ABN 25 044 678 441 (trading as LLL Australia).
Charitable Donation Program (Program)	The Charitable Donation Program creates a deeply meaningful connection between LLL, its customers and Christian organisations, powering difference-making projects and fostering community spirit throughout Australia. The Program empowers Supporters to make a meaningful impact by nominating a community organisation as their preferred Beneficiary of the Charitable Donation Program. As part of the Program, interest that notionally accrues against Charitable Facilities held by Supporters is retained by the LLL, enabling it to make an Allocation of funds to a variety of community organisations that are Program Beneficiaries. The Allocation is guided by the organisation's needs and missional objectives, with consideration given to Preferences expressed by Supporters. The Charitable Donation Program plays a vital role in promoting positive change and supporting the mission of Christian communities, allowing them to flourish.
Confidential Information	<p>of a party (discloser) means the information of the discloser which relates to its own business operations or the subject matter of this Agreement and is by its nature confidential to that party, or is communicated to the other party (recipient) as confidential, and includes:</p> <ul style="list-style-type: none"> • any information relating to this Agreement, its subject matter, any negotiations or transactions contemplated or provided for in this Agreement; • all information, know-how, ideas, concepts, lists, format, systems, technology, technical or industrial data, marketing, intellectual property and commercial knowledge (and whether in tangible or intangible form, oral or visual form, or recorded or stored in a document) which relates directly or indirectly to the discloser or any of its past, existing or future business, operations, administration or strategic plans, or which is owned, used or licensed by the discloser; and • information passing from the discloser's personnel, whether existing at the commencement date of this Agreement or created or acquired by the recipient after the commencement date of this Agreement, but does not include any information that: <ul style="list-style-type: none"> • is in the public domain other than as a result of a breach of this Agreement by the recipient; • is independently developed by the recipient without reference to the Confidential Information of the discloser; or • is disclosed to the recipient by a third party having the right to do so.

Intellectual Property Rights	All rights throughout the world in relation to patents, copyright (including moral rights), designs, registered and unregistered trade marks, trade secrets, know-how, Confidential Information and all other intellectual property and any right to register those rights, whether created before or after the date of this agreement, and in all cases for the duration of those rights and any renewal.
LLL Charitable Facility	The facility that is opened and maintained by Supporters. The notional interest that accrues against the LLL Charitable Facility is foregone by the Supporter and is instead retained by the LLL and applied as an Allocation to Beneficiaries (which may include but is not limited to their preferred Beneficiary).
LLL Material	Any Material provided by LLL to the Beneficiary, including the marketing resources provided by LLL to the Beneficiary via the Marketing Toolkit
Supporter	The customer who opens and maintains a Charitable Facility and participates in the Program.
Beneficiary (you)	The customer receiving an Allocation from LLL under the Program.
Beneficiary Material	Any Material provided by the Beneficiary to LLL, including photos, videos, and images.
Allocation	The amount received by the Beneficiary from LLL under the Program.
Parties	Collectively, you, as Beneficiary, and LLL.
Preference	The preferred Beneficiary to receive an Allocation that is nominated by the Supporter under the Program.
Cause	The project or program that the Beneficiary identifies as receiving the Allocation into their LLL Facility or Loan.
Material	any material, and includes documents, equipment, software (including source code and object code versions), goods, information and data stored by any means, including all copies and extracts of such material.
Agreement	This agreement between the Beneficiary and LLL.

Purpose

The purpose of this Agreement is to establish a collaborative relationship between the Parties for the mutual promotion of the Program and respective services through joint marketing activities. LLL provides LLL Material (including marketing material) for the Beneficiary to leverage via the LLL Marketing Toolkit, for promoting their Cause to enhance the Beneficiary's community presence to increase attractiveness and likelihood of Supporters nominating their Cause to receive an Allocation as their preferred Beneficiary of the Program.

Objectives

The objectives of this Agreement are:

- Co-branding initiatives: The Parties agree to collaborate on marketing activities where the Beneficiary will have access to LLL Material that will allow for some co-branding, including but not limited to advertisements, brochures, and digital content, that promote the Beneficiary's Cause.

Roles and Responsibilities

LLL Responsibilities:

- Provide the Program as a service to the Beneficiaries for the purposes of advancing Christian communities in Australia.
- Enable Beneficiaries to self-promote their Cause by providing LLL Materials that follow consistent templates in various formats via the LLL Marketing Toolkit. Work in collaboration with the Beneficiary to produce new Material on an as-needed basis.

The Beneficiary's Responsibilities, they will:

- To only use the LLL Materials for the sole purpose of promoting the Beneficiary's Program Cause and in accordance with any reasonable instructions provided by LLL on its use of LLL Material.
- To entirely bear all associated costs with printing and/or producing any LLL Material that is to be used for the promotion, furtherance and betterment of the Beneficiary's Program Cause. LLL is in no way

financially liable for the printing or production of the LLL Materials once the LLL Materials are accessed by the Beneficiary, nor is LLL liable for any misuse of the LLL Materials by the Beneficiary.

- Share updates, stories, and photos relating to the Cause with LLL on a regular basis, reporting on the progress and community benefit/outcome. In turn, LLL will use your story to share with our supporters and our national audience.
- Ensure at least one representative from LLL is invited to attend the grand opening or unveiling of the completed Cause, where appropriate.

The Beneficiary's Responsibilities, they will not:

- Use the Program nor the LLL Materials provided in a pornographic, defamatory or other unlawful manner, to promote violence or hatred, in violation of any applicable regulations or industry codes, or in any other manner as may be reasonably prohibited by the LLL from time to time.
- Misrepresent or reflect on LLL negatively.
- Misuse LLL's intellectual property, including logo, wordmarks, images, footage and brand palette.
- Speak or make any other representation on behalf of LLL or in respect of the operational functionality of the Program, and will not otherwise provide advice relating to the Charitable Facility in any of your marketing. Instead, the Beneficiary will refer potential Supporters to LLL's website lll.org.au/CF for more information. If you are unsure, contact LLL.
- Make any representation on behalf of LLL in any capacity or manner.

Intellectual Property

- **Ownership of LLL Materials:** This Agreement does not transfer or otherwise vary ownership of the Intellectual Property Rights in the Materials.
- **Licence to the Beneficiary:** LLL grants the Beneficiary a limited licence to use the Intellectual Property Rights in the LLL Materials but only with the prior written consent of LLL. Nothing in this Agreement entitles the Beneficiary to use, publish, or otherwise reference LLL's intellectual property without the prior consent of LLL and strictly in accordance with this Agreement. If you are unsure of your rights to use the intellectual property owned by LLL, please [contact LLL](#) first.
- **Photography and video from you:** the Beneficiary approves LLL to publish the photograph/s and/or video/s submitted by you the Beneficiary (**Provided Material**) in any LLL publications and formats, whether printed, electronic or digital. The Beneficiary may only provide LLL with photographs, images, graphics, videos, illustrations or other visual provided Material if the Beneficiary owns the Provided Material, or if the Beneficiary has been assigned ownership of the Provided Material by the owner of the Provided Material, including the right to provide the Conditions to us in accordance with this Agreement. Prior to providing photographic or videographic Provided Material that contains minors (under the age of 18 years), the Beneficiary must first obtain express consent from the minor's parent or guardian to provide such Provided Material.
- **Licence to LLL:** The Beneficiary grants LLL a perpetual and worldwide licence to:
 - a. use, copy, edit, publish or create new works using the Provided Material (in whole or part);
 - b. incorporate the Provided Material in any way and in any form, media or technology, for the purpose of using in LLL marketing;
 - c. distribute or otherwise deal with the Provided Material for the purpose of using in LLL marketing; and
 - d. capture imagery with limitations when attending a Beneficiary Program-hosted event, provided that LLL will:
 - e. reflect the Beneficiary in a positive manner;
 - f. will not reproduce the Beneficiary logo without the prior written consent of the Beneficiary;
 - g. only use Beneficiary Material in accordance with any reasonable instructions given by the Beneficiary on such use; and
 - h. ensure that any representations made in its advertising and promotional material will not breach any applicable laws or codes of conduct.
- **Approval:** The Beneficiary may create its own material for the promotion of its Cause. In doing so, the material will no longer be considered co-branded and no LLL Material or other Intellectual Property Rights may be used, unless express permission is sought from LLL, prior to publication, via marketing@lll.org.au

- **All Materials produced by the Beneficiary:** whether material produced, published, broadcast, displayed or exhibited, will acknowledge LLL as the provider of the Program in a manner that reflects on LLL in a positive manner. The Beneficiary
 - will not reproduce the LLL logo without the prior written consent of LLL;
 - warrants that any representations made in its advertising and promotional material will not breach any applicable laws or codes of conduct; and
 - will cease using or otherwise referring to LLL's Intellectual Property Rights on expiration or termination of this Agreement.

Confidentiality

- The recipient must:
 - keep confidential all the discloser's Confidential Information;
 - use reasonable endeavours, including security measures no less rigorous than those the recipient uses to protect its own Confidential Information, to protect the discloser's Confidential Information from unauthorised disclosure or use.
- Subject to the below, the recipient must not, without the prior written approval of the discloser:
 - use or reproduce any of the discloser's Confidential Information other than for the purposes of performing or exercising its rights under this Agreement or with the prior written approval of the discloser; and
 - disclose any of the discloser's Confidential Information to any third party, other than its Personnel who need to know the information for the purposes of this Agreement or to enforce any rights under this Agreement.
- The recipient must notify the discloser promptly after becoming aware of any breach of its obligations in relation to Confidential Information or any other unauthorised access to, loss of or damage to the discloser's Confidential Information.

Amendment to this Agreement

LLL may, from time to time, amend, vary, or supplement this Agreement in its sole discretion, provided that any such amendment is, in the reasonable opinion of the LLL, necessary or desirable for the proper administration or operation of this Agreement and is made in good faith.

If the Beneficiary reasonably considers that any amendment by LLL materially and adversely affects its rights or obligations under this Agreement, it may terminate this Agreement by giving written notice to the LLL within 30 days of receiving notice of the amendment.

Any amendment to this Agreement will take effect after the 30-day period for the Beneficiary to exercise its termination rights has expired without termination occurring.