

Visa Small Business Directory Terms

1. Information on how to register for the Visa Small Business Directory forms part of these Terms and Conditions. By participating, registrants (**you**) agree to be bound by these Terms and Conditions.
2. Registration is open to small businesses (employing less than 20 employees) based in Australia.
3. You can register for the Visa Small Business Directory by completing the registration form available at <https://www.visa.com.au/campaign/visaadvertisingsupport>. By registering, you are representing you are an authorised representative of the small business.
4. By registering, you agree that Visa AP (Australia) Pty Ltd (ABN 20 134 885 564) (**Visa**) is permitted to feature your business on the webpage available at visa.com.au/whereyoushopmatters (**Small Business Directory**) and Visa Australia social media channels available at instagram.com/visa_au and facebook.com/visaAU (**Visa Socials**), including but not limited to:
 - a. hyperlinking to your business website and/or social media pages;
 - b. publishing or otherwise posting or reproducing any images, videos or other material (including branding) you provide to Visa for use in connection with the Small Business Directory and Visa Socials (**Material**).
5. You agree that you are fully responsible for any Material. Visa shall not be liable in any way for such Material to the full extent permitted by law. Visa may remove or decline to publish any Material without notice for any reason whatsoever. You warrant and agree that:
 - a. you will not submit any Material that is unlawful or fraudulent, or that is in breach of any intellectual property, privacy, publicity or other rights, defamatory, obscene, derogatory, pornographic, sexually inappropriate, violent, abusive, harassing, threatening, objectionable with respect to race, religion, origin or gender, not suitable for children aged under 15, or otherwise unsuitable for publication;
 - b. your Material shall not contain viruses or cause injury or harm to any person or entity;
 - c. you will obtain prior consent from any person or from the owner(s) of any property that appears in the Material;

- d. the Material is your original work or you will obtain full prior consent from any person who has jointly created or has any rights in the Material to the uses contemplated by these Terms and Conditions, and the Material does not infringe the rights of any third party;
 - e. you consent to any use of the Material which may otherwise infringe the Material creator's/creators' moral rights pursuant to the *Copyright Act 1968* (Cth) and warrant that you have the full authority to grant these rights; and
 - f. you will comply with all applicable laws and regulations, including without limitation, those governing copyright, content, defamation, privacy, publicity and the access or use of others' computer or communication systems.
6. Without limiting any other terms herein, you agree to indemnify Visa for any breach of clause 5 above.
7. By registering, you grant Visa, its affiliates and sublicensees a non-exclusive, irrevocable, perpetual, royalty-free, worldwide licence (**Licence**) to use, reproduce, distribute, display, perform, redact, edit, republish, sublicense, translate, copy and create derivative works from the Material, for any purpose, including but not limited to future promotional, marketing or publicity purposes, in any media now known or hereafter developed, without any payment, compensation or further notification to or permission from you. Pursuant to the grant of the Licence as aforesaid, for the avoidance of doubt you consent to Visa, and anyone acting on behalf of Visa, doing any act in accordance with the Licence that would otherwise constitute an infringement of any moral or intellectual property rights that you or any other relevant party may have with respect to the Content.
8. You can contact whereshopmatters@visa.com at any time to request that your Material and/or business listing be removed from the Small Business Directory and Visa Socials.