



## Terms and conditions

# BizPlates

You, the applicant, have applied for a BizPlate (being a category of optional plates where a person may customise a message, on the horizontal sash lines appearing at the top and bottom of the plate, an image or logo as well as the main characters in the body of the plate), and in so applying, in addition to the General Terms and Conditions for Optional Plates, you also agree to the following additional terms and conditions:

1 You, the applicant warrant to the Director General of the Department of Transport and the Department of Transport's number plate manufacturer that:

- You are the person depicted in the photograph.
- The image supplied does not resemble the format and size of letters and numbers displayed on vehicle number plates.
- The character combination, sash message and/or image/logo applied for in no way infringe any third party's intellectual property rights, or contains messages or images in violation of any rules, regulations or laws to which the messages or images are subject, or contain any content which displays defamatory content.
- You are the owner/director of the company or business, or you have obtained express consent from the owner/director of the company or business to use the company or business name, slogan, logo or image on vehicle number plates.
- You are the owner of the trademark, or intellectual property in the image, design, logo, name or promotional or branded material, or you have obtained express consent from the owner, permitting the Director General to approve vehicle number plates bearing such characters, messages and/or logos on vehicle number plates.
- You are the owner of the image (eg. it is a photo taken by you) or you have obtained express consent from the image's owner to use the image on vehicle number plates.



- Use of the image by the Department of Transport and the Department of Transport's number plate manufacturer will not infringe any other person's rights, including any intellectual property rights, in the image.
- You acknowledge that The Department of Transport may request evidence of ownership or express consent from the owner.
- You acknowledge that all content including plate characters, sash messages, images and logos submitted are subject to approval by the Director General of the Department of Transport and may be refused.

2 The applicant grants to the Director General of the Department of Transport and the Department of Transport's number plate manufacturer (or have obtained from the image owner the grant to the Department of Transport and the Department of Transport's number plate manufacturer) permission to use the image and the data you provide to the Director General of the Department of Transport and the Department of Transport's number plate manufacturer solely for the purpose of manufacturing the specific vehicle number plates applied for.

3 The applicant indemnifies and holds harmless the Crown in right of the State, the Director General of the Department of Transport, and any employee or contractor of the Director General and the Department for any claim, loss, costs, damages or expenses of any kind whatsoever by a third party arising from the use of the display of the plates applied for, including claims that the use of the trade mark, name or logo on the number plates infringes the intellectual property or trade mark of that third party.

In the event that a plate infringes any intellectual property of a third party, the Director General of the Department of Transport may, pursuant to these terms and conditions seek the immediate return of the plates, and you acknowledge that you have no further rights relating to the plates.

4 This indemnity is a continuing obligation.

5 If approved, the image that you have submitted for your optional number plate will be stored by the Department of Transport and the Department of Transport's number plate manufacturer and used on any subsequent remake of the optional number plate.