



Policy Adopted at MSC 15/05 (12/10/2005)  
Policy Amended at MSC 17/05 (17/11/2005)

## ADVERTISING & SPONSORSHIP POLICY and PROCEDURES

### Section 1: Purpose and Context

- (1) This document sets out the MSA's policy on accepting Advertising and Sponsorship and the procedures for doing so.
  - a. The MSA needs a considered, consistent approach to accepting Advertising and Sponsorship.
  - b. Clear and effective Advertising and Sponsorship policy and procedures are required to:
    - i. protect the image and reputation of the MSA;
    - ii. ensure that Advertising and Sponsorship that is accepted is aligned with the interests of the MSA;
    - iii. ensure appropriate risk management including compliance with the law and any relevant codes of conduct that relate to Advertising and Sponsorship.
  - c. The Advertising and Sponsorship Policy and Procedures apply to advertising in all MSA Media and to all Sponsorship arrangements made with the MSA.

### Section 2: Definitions

- (2) **"The MSA"** means the Monash Student Association (Clayton) Incorporated, and includes all Departments, Divisions and other parts of the MSA, as well as all entities controlled by the MSA.
- (3) **"The Executive"** means the Executive of the MSA.
- (4) **"The MSC"** means the Monash Student Council of the MSA.
- (5) **"MSA Media"** is media produced, published or controlled by the MSA, and includes but is not limited to:
  - Publications (brochures, journals, newsletters, newspapers, magazines, event publications, leaflets, annual or periodical reports, stationery etc.)
  - Electronic media (radio, television, film, multi-media etc.)
  - Web sites, emails and text messages (SMS)
  - Posters, billboards, advertising pillars, light boxes, banners, notice boards, corporate products and merchandise
  - Voice acknowledgments
- (6) **"MSA Property"** is all physical assets owned or controlled by the MSA, and includes but is not limited to buildings, vehicles and items of furniture or equipment.

- (7) **“Advertising”** means matter that is published or broadcast in any MSA Media or on any MSA Property to promote a product, service, person, organisation, cause or proposition (including but not limited to Advertising for which payment or other valuable consideration is received).
- (8) **“Sponsorship”** means arrangements for contributions in kind or cash, provided by a corporation, charitable institution or agency, private institution or individual to support an MSA activity, for which some recognition is anticipated or required. Sponsorship arrangements include but are not limited to:
- Acknowledgement in MSA Media or on MSA Property.
  - Sponsor naming rights for a scholarship, project, event, program, publication or item of MSA Property.
- (9) **“Advertiser”** and **“Sponsor”**, in the case of companies, includes all associated entities of the advertiser or sponsor within the meaning of the Corporations Act.

### Section 3: Policy Statement

- (10) The MSA recognises that there are significant potential benefits to be derived from Advertising in MSA Media and from Sponsorship arrangements. Similarly, there are significant potential benefits for advertisers and sponsors that utilise MSA Media and Sponsorship arrangements. Subject to the provisions of the Advertising & Sponsorship Policy and Procedures, the MSA supports Advertising and Sponsorships that:
- a. are consistent with the core values and goals of the MSA; and
  - b. generate funding to continue, enhance or extend the programs, facilities or services of the MSA.
- (11) Advertising should be appropriate for the MSA Media and its audience.
- (12) Advertising which ties sponsorship to excessive actions, comments or direct endorsement of a company, campaign, program or products is not appropriate.
- (13) The advertising of a product or service, and the acceptance of sponsorship from a particular organisation does not represent or imply an endorsement by the MSA of that product, service or organisation.
- (14) If an organisation subsequently breaches this policy, the MSA may publicly dissociate itself from that product, service or organisation.

#### The Checklist:

- (15) Advertising and Sponsorship will not be accepted if the advertisement, or sponsorship, or advertiser or sponsor:
- a. contravenes the MSA Constitution;
  - b. portrays people or depicts material in a way that discriminates against or vilifies a person or section of the community or directly or indirectly discriminates against or vilifies a person or section of the community on the basis of race, ethnicity, nationality, sex, gender, age, sexual orientation, religion, disability or political belief;
  - c. is considered to be misleading or deceptive or is considered to engage in misleading or deceptive conduct;

- d. promotes, supports or contributes to (including by investment) environmental damage including but not limited to:
    - i. commercial activities which either import timber or timber products from or actively deforest old growth forests and rainforest
    - ii. chemical companies
    - iii. companies which fail to attempt to address their contribution to climate change
    - iv. companies involved in the mining, processing and sale of petroleum
    - v. companies engaged in native forest woodchipping either via woodchip processing, ownership of mills or export of woodchips
    - vi. mining companies
    - vii. companies that test on live animals
    - viii. any company known to have contravened legislation protecting endangered species, emission and production of CFC's and other Ozone depleting chemicals
    - ix. companies which engage in uranium mining, transport or processing, nuclear energy production or nuclear waste disposal
    - x. companies that generate or sell products containing any genetically modified material
    - xi. companies that use plastic bags in any way as part of the sponsorship agreement
  - e. promotes the use of or is involved in the manufacture of tobacco products;
  - f. promotes the use of illegal substances;
  - g. promotes gambling;
  - h. promotes weapons and ammunition; or is involved in the manufacture or transfer of armaments, torture equipment or other equipment used in the violation of human rights;
  - i. promotes or engages in "adult services" (such as brothels, escort services, phone sex and similar services) or pornography;
  - j. promotes or engages in unethical practices in animal care and husbandry, including caged egg production; blood sports; the fur trade or animal testing;
  - k. does not take a responsible position with regard to fair trade or labour rights or:
    - i. contravenes union agreed standards of pay and conditions;
    - ii. actively seeks to destroy the effectiveness of unions;
    - iii. attempts to prevent unions from representing their employees;
    - iv. provides inhumane working conditions for some or all of their employees.
  - l. portrays, promotes, implies or suggests any other thing which, in the reasonable view of the Executive, would damage the reputation, standing or brand of the MSA.
- (16) Where possible, MSA will prioritise Advertising and Sponsorship from not-for-profit organisations. MSA will solicit Advertising and Sponsorship support from not-for-profit organisations in all attempts to find Advertising and Sponsorship revenue.

## Section 4: Procedures

- (17) The acceptance of Advertising for MSA Media must be documented in an agreement that sets out:
  - a. the name, address and business details of the advertiser;
  - b. the subject matter or theme of the advertisement;
  - c. the MSA Media in which it will appear;
  - d. the date(s), times and duration it will appear;
  - e. the mechanical details of the advertisement;
  - f. the fee, production and any associated costs to be charged;
  - g. the payment terms; and
  - h. a statement that the publisher or producer of the MSA Media in which the advertisement is to appear reserves the right to refuse to accept an advertisement and the right to edit an advertisement when the copy, soundtrack or footage is submitted.
- (18) The acceptance of Sponsorship arrangements must be documented in an agreement that sets out:
  - a. the name, address and business details of the sponsor;
  - b. the sponsor's contribution to the MSA, in cash and/or in kind;
  - c. the ways in which the sponsor's contribution will be acknowledged, either in MSA Media or on MSA Property, or otherwise;
  - d. the date(s), times and duration the acknowledgement will appear;
  - e. the mechanical details of the acknowledgement;
  - f. any production and associated costs to be charged to the sponsor;
  - g. the payment terms;
  - h. the proposed allocation and distribution of cash and in kind benefits; and
  - i. a statement that the MSA reserves the right to refuse to accept a sponsorship proposal and the right to negotiate the arrangements for acknowledgement of a sponsorship and the content of any copy, soundtrack or footage involved.
  - j. A statement signed by the representative of the sponsor acknowledging the sponsor's adherence to the principles outlined in Section 3 (15) a – l of this policy.
- (19) The Communications and Sponsorship Coordinator will develop comprehensive procedures that will provide clear guidelines and appropriate delegations to enable the MSA to maximise the benefit it derives from Advertising and Sponsorship, without hindering the pursuit of the core principles of the MSA.
- (20) All Advertising and Sponsorship arrangements are to be made through the Communications and Sponsorship Coordinator, or their delegate. The Communications and Sponsorship Coordinator may seek a decision of the Executive in order to clarify any issues relating to a sponsor/advertiser or potential sponsor/advertiser and this policy.

- (21) An MSA Department or Division has the right to refuse Sponsorship or Advertising organised on its behalf, however any Sponsorship or Advertising organised directly by a Department or Division must be overseen by the Communications and Sponsorship Coordinator, in accordance with Section 4 (20) of this policy.
- (22) The Communications and Sponsorship Coordinator will develop a database of 'green light' (preferred) and 'red light' (excluded) organisations, to be amended from time to time (with the Executive's approval). An organisation's status on this database will be used as a reference. A 'green light' will not exempt the organisation from the necessity of completing the checklist as per Section 3 (15) of this policy. An organisation which fails to acknowledge its adherence to the principles outlined in Section 3 (15) a – I of this policy, or which is found not to be in adherence to these principles will be included on the database as a 'red light', and will remain classified as 'red light' until such time as it satisfies the Communications and Sponsorship Coordinator and the Executive that it satisfies the criteria listed in Section 3 (15) a – I of this policy. The MSA will not engage an organisation in Advertising or Sponsorship agreements while its status is considered 'red light' under this clause.
- (23) The Communications and Sponsorship Coordinator will develop contracts for the engagement of advertisers and sponsors, incorporating a checklist as per Section 3 (15) a – I of this policy. Included in the contract will be a statement concerning the MSA's rights to part payment of Sponsorship/Advertising should an organisation breach the contract. Such payment will be without consideration on the MSA's part. The Executive is to be informed in such instances.
- (24) Any concerns with relation to Advertising or Sponsorship, or relating to adherence to this policy, should in the first instance be made to the Communications and Sponsorship Coordinator. However should an individual or group be aggrieved with a decision of the Communications and Sponsorship Coordinator, the Executive, in consultation with any individual or group it sees appropriate, will be the arbiter of this policy. However this policy in no way removes an aggrieved person or group's right to appeal directly to the MSC.
- (25) This policy will be reviewed by the MSC four months after it is first passed and then annually thereafter. These reviews should incorporate the concerns of both staff and students.
- (26) In the case of a breach of this policy by a staff member or Department of the MSA punitive action will not be taken if such a breach was made inadvertently by a staff member or Department operating in good faith with respect to this policy.