

MY ROMANCE COLLECTIVE

PTY LTD

PHOTOGRAPHY AND VIDEOGRAPHY PACKAGES

TERMS AND CONDITIONS

As of 18 September 2025

You have engaged 'My Romance Collective Pty Ltd' ("MRC Pty Ltd", "we", "our", or "us"), trading as 'My Proposal Co.' ("MPC") and 'My Romance Co.' ("MRC") to coordinate Visual Content Services ("Services") for your special event.

This agreement sets out the general terms and conditions on which MRC Pty Ltd has agreed to coordinate these services for you ("Terms and Conditions"). You agree that these Terms and Conditions are general terms and conditions to be incorporated into any Runsheet issued by MRC Pty Ltd, from time to time.

Your engagement of MRC Pty Ltd and affiliated Suppliers is conditional on you accepting our Terms and Conditions. You accept these Terms and Conditions by doing any of the following:

- paying for the Visual Content Services;
- giving us instructions after receiving a copy of the Terms and Conditions;
- providing verbal or email acceptance after receiving a copy of the Terms and Conditions.

Except as otherwise expressly agreed upon in writing between MRC Pty Ltd and the Client, these Terms and Conditions, as amended from time to time, will apply notwithstanding any provisions to the contrary which may appear on any quotation, order form or other document issued by MRC Pty Ltd to the Client.

1. SERVICES PROVIDED

1.1 MRC Pty Ltd will coordinate Visual Content Services on your behalf, which includes:

- a) Sourcing and recommending Suppliers, such as photographers, videographers or social media content creators for your Event, dependent on your purchased Package;
- b) Coordinating communication between you and the selected Suppliers;
- c) Creation of a Runsheet and Shot List;
- d) Ensuring that the Supplier understands your needs and preferences;
- e) Overseeing related logistics on the Event day to ensure that the Services run smoothly; and
- f) Location sourcing, if requested, with a maximum of three [3] locations suggested.

1.2 MRC Pty Ltd agrees to use its best endeavours to:

- a) coordinate the Services in accordance with these Terms and Conditions, and in accordance with your reasonable instructions as accepted by MRC Pty Ltd from time to time; and
- b) to coordinate the Services with reasonable care.

1.3 MRC Pty Ltd does not provide Visual Content Services themselves

1.4 For any additional services beyond your purchased Package inclusions additional costs will apply.

2. DELIVERABLES

2.1 For Photography packages, a minimum of thirty to seventy [30-70] high-res, digital images will be provided in a digital gallery (quantity of images delivered is determined by the Package you have purchased).

2.2 For Videography packages, 1-2 professionally edited highlight videos in landscape orientation, with royalty-free background music, will be provided via an online link (quantity of edited videos delivered is determined by the Package you have purchased).

- 2.3 For Social Media Content Creation packages, 1-2 edited reels with background music in portrait orientation and all raw video files will be provided via an online link.
- 2.4 Raw photo and video files will not be provided for professional photography and videography services.
- 2.5 The Supplier will deliver edited content that meets their creative style and quality standards.
- 2.6 Any photo or video editing requests may incur additional charges, at the discretion of MRC Pty Ltd and the relevant Supplier.
- 2.7 You understand that not all images and videos may be included in the final selection, and the Supplier will use their professional judgment to choose the best Visual Content to deliver to you.

3. DELIVERY OF VISUAL CONTENT

- 3.1 The Supplier will endeavour to deliver the final edited Visual Content within one [1] week after the Event Date, unless otherwise specified. Delays to this deadline may occur, for which MRC Pty Ltd are not liable and therefore the deadline is not guaranteed.
- 3.2 The delivery of Visual Content will be made via an online link and in digital format.

4. RESPONSIBILITIES OF THE CLIENT

4.1 Communication

- a) You agree to communicate your photography and videography preferences and expectations to MRC Pty Ltd in a timely manner.
- b) You must provide all necessary details about the Event (e.g., date, location, special moments to capture) to MRC Pty Ltd.

4.2 Location

You are responsible for:

- a) Ensuring that the Supplier has the required access to the Event Location
- b) Ensuring the Event Location is safe and easily accessible;
- c) Obtaining any necessary location permits to allow professional photography and videography to be captured onsite; and
- d) Paying any permits or fees to use the Event Location.

4.3 Permissions

You are responsible for obtaining necessary permissions to photograph or video the Event from You, your Partner and any other participant.

5. PAYMENT

5.1 General

- a) All payments must be made in Australian dollars (AUD) via a secure payment link.
- b) A 2.2% credit card merchant fee applies to payments made with an Australian credit card and a 3.95% for international credit card payments and any bank fees. You are liable to pay, and shall pay, the credit card merchant fees.

5.2 Add Ons

In the case where you wish to add on additional products and services to our Visual Content Services:

- a) you agree to pay all amounts to MRC Pty Ltd.
- b) You acknowledge that if payment is not received by the due date provided, MRC Pty Ltd reserves the right to:
 - i. Charge late payment fees; and
 - ii. Cancel the Add Ons.

5.3 Public holidays

Services required on a public holiday will incur a surcharge of 15% and charges will be sent to you via a separate invoice with payment due prior to your Event Date.

5.4 Travel Fees

Any Services required at a location more than 30km from the CBD may incur a travel fee in addition to the cost of the total Package price. The cost of the travel fee will be determined by the Supplier and charges will be sent to you via a separate invoice with payment due prior to your Event Date.

6. CANCELLATION, CHANGE OF EVENT DATE AND AVAILABILITY

6.1 Cancellation

You agree and acknowledge that:

- a) If you cancel the Services for any reason prior to MRC Pty Ltd commencing any coordination, an administration fee of \$165 will apply; or
- b) If you cancel the Services for any reason after MRC Pty Ltd has commenced coordinating and/or paid Suppliers, you shall be liable for:
 - i. the total amount paid by MRC Pty Ltd to the Suppliers; and
 - ii. an Administration Fee as determined by MRC Pty Ltd.

6.2 Change of Event Date

- a) Once you have paid for the Services, any change of the held Event Date instigated by you or outside of MRC Pty Ltd's control (including weather conditions) will incur a date change fee, with the sum to be determined by MRC Pty Ltd, up to the value of the full Services cost.
- b) MRC Pty Ltd may recommend that you change your date for any reason, such as weather conditions. If you choose not to move your date and go against our professional advice, you will be liable for the cost of repairing or replacing any photography or videography equipment damaged due to weather.

6.3 Availability

In the instance where MRC Pty Ltd's Suppliers are unavailable on your requested Event Date, we will provide you with:

- a) a revised quote for your consideration;
- b) an alternative date for your consideration; and
- c) the option to cancel with a full refund, less the credit card merchant fees.

7. POST EVENT INCIDENTALS

7.1 You understand and agree that:

- a) MRC Pty Ltd will require your credit card details prior to your Event in the case that Post Event Incidental Costs apply;
- b) Post Event Incidental Costs may be incurred if there are circumstances on the day of the Event leading to additional costs, such as but not limited to changes to event times due to late departures, venue changes due to weather etc.;
- c) MRC Pty Ltd will use its best endeavours to inform you of any Post Event Incidental Costs prior to those costs being incurred.

7.2 If you, or any party you have arranged to be a part of the Event, do not adhere to the scheduled run-sheet times (provided to you prior to your event) you will incur an additional minimum cost of AU\$165 per fifteen (15) minute intervals that the Event runs overtime (subject to availability). This fee covers Suppliers staying over their scheduled hours or for adjustments to be made to the general plan on the Event Date. This includes but is not limited to, early arrival onsite, late departure and extension requests. This does not include additional venue hire fees as this may come at an additional cost.

7.3 You are liable to pay, and shall pay, the Post Event Incidental Costs which will be charged to your credit card the following working day after your Event, except for extension requests which will need to be transferred to MRC Pty Ltd.'s bank account at the time of your request.

8. OUR AUTHORITY

You agree to adhere to, and comply with, any request or order made by or on our behalf with respect to any matters concerning yours (or your Partner's) safety. You acknowledge and agree that MRC Pty Ltd's view is in your best interest and therefore should be considered final. You agree to indemnify and release MRC Pty Ltd from all claims that may be made against MRC Pty Ltd in connection with yours and your Partner's negligence, acts or omissions.

9. COPYRIGHT & USAGE RIGHTS

- 9.1 The Suppliers have consented to Us and You using, publishing, reproducing, releasing Visual Content for all purposes, in film or electronic (video) form, sound and video recordings, and printed and electronic outlets.
- 9.2 You authorise MRC Pty Ltd and other Suppliers involved in your event to use and share any Visual Content containing you or your Partner for any purpose related to the business conducted by MRC Pty Ltd, from time to time. MRC Pty Ltd will not be required to pay you or any third party any additional consideration or seek any additional approval in connection with such uses.
- 9.3 You may make a privacy request if you do not wish to allow MRC Pty Ltd permission to use images and/or videos containing yourself and/or your Partner in marketing activity.
 - a) You must provide written notice to MRC Pty Ltd by no later than 48 hours after receiving the photographs or videos in order to make this privacy request.
 - b) In the case where You have submitted a privacy request, MRC Pty Ltd will keep yours and your Partner's name and face strictly confidential.
- 9.4 By accessing or using the Visual Content, you are granted a limited, non-exclusive, non-transferable, and recoverable license to use the images and videos for personal use only.
- 9.5 You may not use the Visual Content for any unlawful purposes, including but not limited to reselling, redistributing, or modifying the images without prior written consent from MRC Pty Ltd and the Supplier. The Visual Content may not be used in any manner that may infringe upon the intellectual property rights of the copyright holder.

10. LIABILITY

10.1 Notwithstanding any other provision in these Terms and Conditions or any other agreement between you and MRC Pty Ltd:

- a) You accept full responsibility and liability and hereby indemnify and release MRC Pty Ltd and Suppliers from all claims by you or any third party for costs, monies, loss or damage or otherwise arising out of or in connection with the Event and Services provided;
- b) MRC Pty Ltd accepts no responsibility in respect of any damage whatsoever, to any of yours or your Partner's property or the property of any other party involved in your Event;
- c) You hereby indemnify and release MRC Pty Ltd against all actions, claims, costs, expenses and demands in respect of any death, injury loss or damage suffered by you and/or your Partner and/or any other party, arising out of or in connection with the Event;
- d) In the performance of its services, MRC Pty Ltd gives no warranty and makes no representation as to the suitability or adequacy of any Supplier services or products. You agree that if the Supplier services or products are not supplied in accordance with your expectations that your remedy lies with the Supplier and not with MRC Pty Ltd;
- e) MRC Pty Ltd is not liable for any members of the public or council workers or any other party/ies who may interfere with your experience;
- f) You are responsible for ensuring the safety and well-being of all parties involved in the session;
- g) MRC Pty Ltd and the Supplier is not responsible for any missed shots that may occur due to weather, location restrictions, or any other factors beyond their control;
- h) Location access delays are outside of MRC Pty Ltd's control and if they are to occur, your Event time may need to be delayed, to give the Suppliers sufficient time for setup, in which case we will notify you via text.

11. COVID-19 & OTHER COMMUNICABLE DISEASES

- 11.1 MRC Pty Ltd operates under the guidelines and rules set out by each state government relating to Covid-19 or other any other communicable disease. If this in any way affects your event, this is deemed out of our control. Instances where Covid-19 or other any other communicable disease may render your event unable to proceed, in part or full include, but are not limited to:
 - a) isolation requirements of any party involved (Suppliers, staff, clients);
 - b) border closures;
 - c) lockdown requirements; or
 - d) vaccination status.
- 11.2 In the case where one or more of the above reasons renders your event unable to proceed on its Contracted Event Date, MRC Pty Ltd will:
 - a) offer you a postponement of your Event Date to another available date; at the discretion of MRC Pty Ltd, Administration Fees may apply; and
 - b) negotiate date change fees with MRC Pty Ltd event Suppliers.
- 11.3 In cases where a Supplier charges a date change fee, this cost will be passed on to you.
- 11.4 In cases where perishable items such as fresh florals and food have been purchased for your event, you will be liable to pay for these items to be repurchased if they are not able to be reused for your next Event.
- 11.5 In cases where you do not wish to postpone and instead opt to completely cancel your Event, our standard cancellation policy will apply.
- 11.6 Full refunds will not be issued.

12. FORCE MAJEURE EVENT

- 12.1 MRC Pty Ltd accepts no responsibility for matters outside its control causing the Event to be cancelled or altered.
- 12.2 MRC Pty Ltd accepts no liability for any loss or damage incurred by you as a consequence of MRC Pty Ltd or any Supplier being unable to perform its obligations to you due to unusual and/or unforeseeable circumstances.
- 12.3 MRC Pty Ltd may change the Services provided without any reduction in price in the instance of a Force Majeure Event rendering the original Event impractical or dangerous.
- 12.4 MRC Pty Ltd, at its sole discretion, may change the activity, date, location or product supplied if necessary. MRC Pty Ltd will use reasonable endeavours to supply a similar activity or product.
- 12.5 You acknowledge that, should MRC Pty Ltd change the Event in accordance with this clause, additional costs may be charged by contractors and Suppliers. You accept liability for any additional costs and shall pay those costs within seven [7] days of MRC Pty Ltd issuing an invoice to you for those additional costs or prior to your new Event Date, whichever occurs first.

13. GENERAL PROVISIONS

- 13.1 MRC Pty Ltd accepts no responsibility and will not refund any payments made towards the Event if a Partner declines a proposal or if You and your Partner break-up prior to the proposal.
- 13.2 At the sole discretion of MRC Pty Ltd, a client's family and friends are permitted to be present onsite, however they are not permitted to instruct the MRC Pty Ltd team or interfere with the equipment, or any coordination detail whilst onsite.

- 13.3 In cases where you have hired your own suppliers, MRC Pty Ltd will not be liable for any services provided by that supplier. You hereby indemnify and release MRC Pty Ltd from any claim, loss, damage or otherwise that may arise in relation to the services, acts or omissions of the supplier engaged by you.
- 13.4 If any term of this agreement is deemed to be void or unenforceable whether in whole or in part, the validity and enforceability of the remainder of this agreement including any part of such term which is not held to be invalid shall not be prejudiced or affected and shall continue to apply subject to such term.
- 13.5 This Agreement will be governed by the laws of NSW and the Commonwealth of Australia. You and MRC Pty Ltd submit to the exclusive jurisdiction of the courts of NSW.
- 13.6 Any additions or alterations of the Terms and Conditions of this agreement shall be void unless agreed upon in writing by MRC Pty Ltd.
- 13.7 By accepting the terms and conditions of 'My Romance Collective Pty Ltd', you accept the booking and terms and conditions of all Suppliers that we engage.

Definitions

"Administration Fee" means the amount payable by you, determined and calculated by MRC Pty Ltd (at its sole discretion) acting reasonably.

"Event" means the event in which you have engaged MRC Pty Ltd to organise Visual Content Services for you.

"Event Date" means the date of the Event as agreed between you and MRC Pty Ltd.

"Event Location" means the location in which the event will take place.

"Force Majeure Event" means any contingency beyond our reasonable control, including an act of God, inclement weather, fire, flood, terrorism or threat thereof, war or threat thereof, civil disturbances, accidents, sabotage, strike, governmental law, ordinance, rule, regulation, court order and failure of a third party to deliver without negligence on our part.

"MRC Pty Ltd", "we", "us" "agent" and "our" means 'My Romance Collective Pty Ltd.', 'My Proposal Co.', 'My Romance Co.', its agents, contractors, suppliers, employees and includes any business or other person to whom we may transfer or assign our rights under these Terms and Conditions.

"Package" means the Visual Content Services that you have purchased.

"Partner" means the person who will be your special someone at the Event.

"Post Event Incidental Costs" means all costs incurred by MRC Pty Ltd in connection with the Event which have not been included in the Services invoice.

"Runsheets" means the document issued by MRC Pty Ltd prior to the Event which outlines the final agreed upon event details and logistics.

"Shot List" means a list or plan that outlines the specific photographs or video shots that need to be captured during a photoshoot or video shoot

"Supplier" means any other business contracted by MRC Pty Ltd to provide a product or service for your Event.

"Visual Content" means the photographs and videos captured.

"Visual Content Services" means photography, videography and social media content creation services.

"You" and "your" means the person who engages MRC Pty Ltd for the provision of event planning services and the person who is bound by these Terms and Conditions.

Contact Information

For any questions or concerns regarding these Terms or the Product, please contact:

confidential@myproposalco.com.au

+61 481 461 433