

Membership Application

This Application Form (Form) constitutes an application to join OMA on the terms and conditions set out in the Constitution and Rules of OMA (Rules) as well as the agreement of the applicant(s) to be bound by the terms and conditions applicable to all Members as set out in this Form.

Please carefully read the Application terms set out on the following page.

Name Details (to which the Member will be registered)

Corporate Name in which the membership is to be taken out: _____

ABN _____

Name of individual person nominated to exercise rights and responsibilities of membership:

Name _____

Position _____

Email Address _____

Mobile Phone _____

Address Details

Full postal address and principal place of business

Street Address _____

Suburb & State _____ Postcode _____

CATEGORY OF MEMBERSHIP

Please choose the applicable category.

- Media Owner Members** – Full voting Members whose primary business activity and revenue source is the sale and display of Out of Home advertising.

Out of Home advertising includes:

- Roadside Billboards: both under and over 25m²
- Roadside Other: Bus/tram shelters, kiosks, bus/tram exteriors, phone booths, free standing panels, truck exteriors, vehicle wraps, and bike/walking billboards.

- Transport: Rail platform & concourse, bus interchange, bus/tram interiors, airport externals (precinct), airport internals, taxis
 - Retail/Lifestyle/Other: Shopping centres/malls/universities/office blocks /cafes/medical practices /other digital place-based inventory
 - Ambient advertising including (but not limited to) small TV or other displays are excluded.
- Supplier Members** – non-voting Members who do not qualify as Media Owner Members.
- Business or activities must include:
- the provision of goods or services to Media Owner Members; or
 - otherwise support Media Owner Members, the Out of Home advertising industry or OMA’s objects
- Asset Owner Members** – non-voting Members who are engaged in landlord/leasehold/ head contractor type operations and generally deal with Media Owner Members by leasing or contracting to lease space and or structures and or other rights to Media Owner Members, for the purpose of Media Owner Members selling or managing those spaces/structures/rights for the display of Outdoor advertising.

MOVE membership is only available to members of the OMA.

The OMA Board will determine the qualifications for each category of Membership. Applicants for membership and their associates must not carry out or have any interests in any business, activity or undertaking which is inconsistent with the purposes, business, activities, and interests of OMA (as determined by the OMA Board), By completing and signing this Form you agree to accept admission to the category of Membership determined by OMA.

This application must be signed where shown, by the Applicant, and by a proposer and a seconder who must be current full and financial members of the Association. The proposer and the seconder need to be from two separate OMA member organisations.

Once the completed application form is received, the CEO of the OMA brings it to the attention of the Board either at its next scheduled meeting or via circular motion. Applicants will be notified, by the CEO of the OMA once the application is accepted by the Board. Applicants will be invoiced membership subscriptions. The applicant will be deemed a member of the OMA following receipt of payment of membership subscriptions and commence a twelve (12) month probationary period.

JOINING FEES AND SUBSCRIPTIONS

Media Owner Members

A one-off joining fee equivalent to the applicants first year’s membership subscription plus GST is payable.

Media Owner Members will be assessed into the following subscription formula:

- A minimum subscription of \$10,000 per annum, which shall apply to all Media Owner members who had net revenue of less than \$300,000 (add GST) in the previous year.
- Members with revenue of \$300,000 or more (add GST) in the previous year, will pay the minimum subscription of \$10,000 per annum, plus:
 - 0.225% of revenue from \$300,000 to \$250,000,000; plus

- 0.204% of revenue over \$250,000,000.

The information provided by the applicant is that (subject to assessment) their annual revenue from relevant formats listed under the Category of Membership.

Please indicate your annual revenue on the form attached to this application (Attachment 1) to be forwarded confidentially to the OMA's accountants. OMA will facilitate your contact with its accountants Prosperity Advisers to complete the necessary verifications.

If your application is successful, the OMA Board may remit *pro rata* for part of the initial subscription depending on date of admission (Association financial year is January to December).

Signed authority to Industry Auditor (Prosperity Advisers) will be required after receipt of your application.

Supplier Members

The subscription fee for membership of the Supplier category is \$5,000 per annum plus GST. There is no additional joining fee for Supplier members.

Asset Owners

The subscription fee for membership of the Asset Owner category is \$10,000 per annum plus GST. There is no additional joining fee for Asset Owner members.

Application Terms

You apply to become a Member of OMA on the following terms (please read carefully before signing):

I/we:

1. apply to become a Member of OMA on the terms and conditions set out in the Rules and this Form.
2. confirm that I/we have read and fully understand the contents of this Form.
3. acknowledge that the information supplied by me/us on this Form is true and correct in all respects.
4. agree to be bound by and comply with the terms of this Form and the Rules (as amended from time to time) if admitted as a Member, including without limitation the obligation to respect the Confidential Information and Intellectual Property of OMA.
5. acknowledge and understand that the Board of OMA reserves the right to accept or decline any application without giving any reasons and determine the category of my/our Membership at their entire discretion.
6. acknowledge and understand that a twelve (12) month probationary period applies to successful applications and the Board of OMA reserves the right to discontinue my/our membership at their discretion.
7. shall promote the objects and interests of OMA and not do or permit to be done by any director, officer, employee, agent or other person under my/our control anything which would or might bring OMA or Members collectively into disrepute.
8. acknowledge and agree that, if admitted as a Media Owner Member, I/we shall provide:
 - a. OMA with any revenue data as the OMA Board shall request monthly and otherwise from time to time (Data). Any such information provided shall be in the manner, format and with such inclusions and exclusions as the OMA Board shall determine.

- b. the Data to the Advertising Standards Authority for the purposes of collecting, analysing and publishing advertising industry turnover statistics and agree to be responsible for and ensure the accuracy of any such Data provided.
9. Acknowledge and understand that all new applicants in the Media Owner category must meet standards of reporting, for the purposes of both revenue homogeneity and subscription band assessments, and to meet this requirement all such applications must be accompanied by a signed authority to the independent Industry Auditors (Prosperity Advisers) allowing confidential access to and confidential reporting to the Association on, Outdoor industry revenue
 - a. From approved and reportable Outdoor formats only
 - b. For the last 5 years (or at least the last two); and if admitted
 - c. To undertake to continue to be so examined annually until a total of 5 years pre and post admission performance can be assessed.

The costs of such examination to be borne by the applicant, are non-refundable and are to be paid direct to APD Prosperity Advisers.

10. agree, that if I/we are admitted to any category of Membership, to fully comply with all the requirements of the Association Incorporation Act 2009 , any applicable Codes of Practice, bylaws, orders or decisions made under the Rules, any applicable legislation and any local authority requirements for every site in my/our portfolio including, without limitation, the requirements of any approval, consent or authorisation (including any resource consent).
11. indemnify OMA and its officers, employees, agents and representatives from and against any and all liabilities, claims, demands, proceedings, actions, damages, losses, costs and expenses suffered or incurred by OMA (including direct or consequential loss and legal costs incurred on a solicitor and own client basis) arising directly or indirectly from any failure to comply with clause 9 above.
12. agree to pay any subscriptions and any new member fees (including GST and any other applicable charges) in advance as one lump sum as requested by and in the timeframe required by the OMA.
13. acknowledge and agree that a minimum of 12 months' notice must be provided to the Association if I/we wish to resign membership.
14. acknowledge and agree if I/we resign, are expelled or cease to be a member for any other reason, will forfeit all right in and claim upon the Association and its property but will nevertheless remain liable for and must pay to the Association all money due to the Association at the time of cessation of the membership.
15. acknowledge and confirm that none of OMA, any member of the Board nor their affiliates (each a 'relevant person') has made any representations or warranties, express or implied, in connection with OMA and that I/we have not relied on the contents of any statement, representation, warranty, promise, undertaking or agreement, whether made expressly or by implication by any relevant person.
16. acknowledge that, in the case of joint applicants, communications, notices, etc, will be sent to the address of the first applicant only.
17. confirm that I/we consent to receiving commercial electronic messages pursuant to the The Spam Act 2003.

Expressions defined in the Rules have the same meanings in this Form. This Form and any contract arising out of its acceptance is governed by Australian law.

AGREEMENT TO ABIDE BY RULES AND CONSTITUTION OF THE ASSOCIATION

The Constitution of the Association is available from the OMA office, requests can be made by calling 02 9357 9900.

Applicant

I/we agree to abide by the Constitution of the Association, including its by-laws and codes of conduct and ethics where applicable to my/our operations.

Applicant Signature _____

Applicant Name _____ Date _____

Witness Signature _____

Witness Name _____ Date _____

Proposer

I/we propose the above-named applicant for membership and know them to be of good character and engaged in Outdoor Media operations consistent with the category of membership identified in this Form.

Proposer's Name _____

Proposer's Company _____

Proposer's Position _____

Proposer's Signature _____

Date _____

Secunder

I/we second the above Application and know the Applicant to be of good character and engaged in Outdoor Media operations consistent with the category of membership identified in this Form.

Secunder's Name _____

Secunder's Company _____

Secunder's Position _____

Secunder's Signature _____

Date _____

Note that the proposer and the secunder need to be from two separate OMA member organisations. Please contact the OMA if you have any questions.

