



Title	GS1 Testing and Photography Services Specific Terms and Condition of Use
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1.0 This Agreement

- 1.1 This agreement, which comprises the specific terms for the GS1 Customised Services ("**GS1 Specific Terms**") and the GS1 General Terms for GS1 Services ("**GS1 General Terms**"), set out the GS1 terms which govern Your access to and use of the GS1 Testing and Photography Services ("**GS1 Service**").
- 1.2 By accessing and using the GS1 Service, You agree to the:
 - (a) GS1 Specific Terms;
 - (b) GS1 General Terms; and
 - (c) Registration Form,(collectively, "**the GS1 Terms**").
- 1.3 In the event of an inconsistency in terms of the GS1 Terms, the order of the documents as presented in this clause will prevail to the extent of the inconsistency.

2.0 The Service

- 2.1 By submitting the Registration Form, You acknowledge that You have read, understood and agree to be legally bound by the terms and conditions set out in this Agreement during the period referred to in Clause 7. You will be bound upon GS1 providing confirmation of acceptance of Your Registration Form or otherwise providing You with access to the GS1 Service.
- 2.2 Where You are a Service Only Member no access is provided to the MyGS1 Portal.
- 2.3 If You appoint Authorised Personnel to access the GS1 Service on Your behalf, You must ensure that Your Authorised Personnel understands and agrees to be bound by the GS1 Terms (and any variations to them). You will be responsible for actions and omissions of the Authorised Personnel.
- 2.4 The Content provided to You through the GS1 Service is delivered on an 'as is' basis. The accuracy of this Content is subject to the terms and conditions that apply to You "as if" You are a user of any other service provided by GS1 Australia.

- 2.5 The terms and conditions detailed in this Agreement do not affect any other terms and conditions to which You are subject including any terms and conditions applying to You as a subscriber member of GS1 Australia or as a user of any other service provided by GS1 Australia. You agree to continue to comply with all such terms and conditions, including insofar as they apply to any use of the GS1 Service, provided that, to the extent of any inconsistency, the terms and conditions of this Agreement shall prevail in respect of any matter relating directly to the GS1 Service.

3.0 Your Obligations

3.1

- (a) Where a Report is provided to You as part of the GS1 Service, You must check with your trading partner if a Final Report or an Interim Report is acceptable.
- (b) To receive:
 - (i) a Final Report You must send a physical sample of the Product; and
 - (ii) an Interim Report You must send a digital copy of Your artwork for the Product.
- (c) Unless otherwise agreed in writing, You agree that all Content to be delivered to You as part of the GS1 Service will be delivered to the Authorised Personnel.

3.2 You understand and agree that in relation to the GS1 Services:

- (a) You must satisfy any file specifications and other Product or Content requirements so that GS1 Australia can provide the GS1 Service to You;
 - (b) At GS1 Australia's discretion, GS1 Australia may accept mock-ups unfilled products from You;
 - (c) You must nominate on the Registration Form if you do not want Your Product photographs to be used for marketing and promotional purposes by GS1 Australia;
 - (d) You must nominate on the Registration Form if You will arrange for the Product to be collected. Where you do not make a selection, GS1 may dispose of or donate the product samples at its discretion within 7 days of the report or images being issued to You;
 - (e) It is Your responsibility to ensure that the Product is correctly labelled to meet Your trading partners' requirements;
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- (f) where relevant for the Content Creation Service and as advised by GS1 Australia, You are responsible for reviewing and approving data and images generated by the Content Creation Service and for accuracy in accordance with the GS1 Review Process. Changes requested by You will be actioned by GS1 Australia, in accordance with Your instructions, before the final Product is issued.
- 3.3 You understand and agree that the Content Creation Service does not capture multiple NIPs. Where multiple NIPs exist on a Product, all NIPs will be photographed.
- 3.4 Where You request a Report, where applicable, it is Your responsibility to ensure:
- (a) the correct use of the GS1 Company Prefix or GS1 Identification Key; and
 - (b) the correct assignment of a barcode number.

4.0 Third Party Service Provider

- 4.1 You are responsible for any Third Party Service Provider nominated by You. The actions of the Third Party Service Provider will be construed as Your actions for the purposes of the GS1 Terms.
- 4.2 You must ensure that the Third Party Service Provider:
- (a) has the requisite authority to act on Your behalf and evidence of such authority must be provided to GS1 Australia on request;
 - (b) has all necessary licences in relation the use of Your Content and Products;
 - (c) has read, understood and agrees to the GS1 Terms;
 - (d) only uses the Content and Products for Your business purposes; and
 - (e) complies with all Applicable Laws.
- 4.3 GS1 Australia may elect not to provide, or to suspend or terminate, at any time the Third Party Service Provider access to and use of, the GS1 Service until such time as GS1 Australia has evidence that the requirements in clause 4.2 are satisfied.

5.0 GS1 Rights and Obligations

- 5.1 With respect to any Reports generated as part of the GS1 Service, GS1 Australia will:
- (a) use its best endeavours to provide Your Report as soon as reasonably practicable from when GS1 receives your Product ("Standard Period");
 - (b) use its best endeavours to accommodate a written request for the Report to be provided before the Standard Period. GS1 Australia cannot guarantee that the request will be satisfied;
 - (c) use its best efforts to ensure that the information and specifications in the Report are correct;
 - (d) where applicable, not be responsible for ensuring the accuracy of the content of the Country of Origin Label; and
 - (e) unless advised otherwise in writing, send the Report to the Authorised Personnel electronically.
- 5.2 GS1 Australia may:
- (a) unless you elect otherwise on the Registration Form:
 - (i) load details related to Your Products into the National Product Catalogue. This information will be visible to the National Product Catalogue users 28 days after the date of submission; and
 - (ii) Dispose or donate the sample products provided by You at its discretion within 7 days of the Content being issued to the Authorised Personnel.
 - (b) share publicly available Product information held in the National Product Catalogue with other GS1 systems and services such as, but not limited to, GS1 Registry, Trusted Content Services and Smart Media.
- 5.3 GS1 Australia will use its reasonable endeavours to ensure that the GS1 Service performs substantially in accordance with the GS1 Service user documentation published by GS1 Australia from time to time. GS1 Australia does not guarantee that the GS1 Service will be available, or will so perform, at all times but will use reasonable endeavours to schedule controlled maintenance activities outside of Business Hours.
- 5.4 GS1 Australia may from time to time make modifications to the GS1 Service, including its design, functionality, and appearance and without notice to You.
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6.0 Fees and Payment

- 6.1 If You are a GS1 Member, on confirmation of your Order or as otherwise communicated to You in writing by GS1, You must pay GS1 Australia the Fees for the GS1 Service set out in the fee schedule on the GS1 website.
- 6.2 Where you are a GS1 Service Only Member or a GLN Member, the full fee for the GS1 Service will apply as communicated to you by GS1 Australia.
- 6.3 For the avoidance of doubt, a per Report Fee applies for a Final Report and an Interim Report on the same GS1 ID Key.
- 6.4 A change of membership status will not affect the Fees applicable to confirmed Orders at the time of the change in membership status.
- 6.5 Without otherwise affecting the GS1 General Terms, where a party is subject to the Up-Front Payment Conditions, the Fee must be paid prior to the release of a Report.

7.0 Termination

- 7.1 Without affecting other rights or obligations under the GS1 Terms, the GS1 Specific Terms will only end where:
- (a) the GS1 Service has been fully completed as agreed to in the Registration Form; or
 - (b) the parties mutually agree to amend the Registration Form, and the GS1 Service under the amended Registration Form has been fully completed; or
 - (c) the Parties mutually agree that the GS1 Service agreed to in applicable to a Registration Form is either satisfactorily fulfilled or no longer required.
- 7.2 For the avoidance of doubt, all rights and obligations under the GS1 Specific Terms and the Registration Form will cease where a condition under clause 7.1 is met.
- 7.3 You understand that each GS1 Specific Terms You have agreed to are separate and independent and terminating these GS1 Specific Terms will not affect other GS1 Specific Terms or the GS1 General Terms in force with GS1 Australia.
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8.0 Intellectual Property

- 8.1 In addition to, and without limiting the GS1 General Terms, where any data or information is provided to You as part of the GS1 Service and is incorporated into any document, goods or service You publish, provide, supply or otherwise make available to any third party, unless otherwise directed by GS1 Australia, You agree to acknowledge GS1 Australia as the source of that data or information provided that:
- (a) Your entitlement to use GS1's name and any logo or trademark of GS1 ("GS1's name and logos") is limited to use only to the extent reasonably required to comply with clause 3;
 - (b) You must follow all reasonable directions of GS1 in respect of the form of any such acknowledgement and any use of GS1's name and logos; and
 - (c) You must cease all such acknowledgement and use of GS1's name and logos immediately upon request by GS1.
- 8.2 Subject to payment in full of all Fees for the GS1 Service, Intellectual Property Rights in any Product photography created by GS1 in providing the GS1 Service are owned by You. In return, you grant to GS1 Australia, its agents and contractors a non-exclusive, non-transferable, royalty-free licence to use, reproduce and adapt the Product photography for the purposes of:
- (a) Providing other GS1 Services to You; and
 - (b) in accordance with Clause 11 of the General Terms, any marketing and promotion referring to You as a user of GS1 Services.

9.0 Definitions

In these GS1 Specific Terms, the following words have these meanings unless a contrary intention appears. Other meanings not specified below are set out in the GS1 General Terms:

Authorised Personnel means the Submitter or any other party advised to GS1 Australia pursuant to clause 5.2 of the GS1 General Terms.

Barcode Check Service means a service provided by GS1 Australia to ensure that barcodes adhere to GS1 standards. This includes, but is not limited to, verifying the formatting, encoded data, and scanning characteristics of a barcode and issuing either an Interim Report or a Final Report to outline the result of the Barcode Check Service.

Barcode Check Verification Report means either a Final Report or Interim Report provided by GS1 Australia that outlines the results of the Barcode Check Service. This report includes an assessment of the barcode's compliance with GS1 standards, covering aspects such as formatting, encoded data, and scanning characteristics, along with any recommendations for improvement if necessary.

Content means Product images, Product photography, Product information, Product certifications, Product related reports or other digital data and files relating to Products provided by You to GS1 Australia for purposes of inclusion in the GS1 Service and includes, without limitation:

- (a) any images, photography, information, certification, reports and other digital data and files updated by GS1 Australia on the Publisher's behalf; and
- (b) any images, photography, information, certification, reports and other digital data and files transferred from, or linked to, in accordance with the GS1 Smart Media Rules (including, without limitation, data transferred from, or linked to, from other GS1 data services such as the National Product Catalogue service) (whether by You or GS1 on the Publisher's behalf); and
- (c) any images, photography, information, certification, reports and other digital data and files provided by any third party on the Publisher's behalf; and any images, photography, information, certification, reports or other digital data linked to the provision of the GS1 Service.

Content Creation Service means the suite of services offered by GS1 Australia to help create, manage, and distribute high-quality product content and comprises product photography and on pack data capture.

Interim Report means an interim Barcode Check Verification Report which does not include print quality analysis. This test is typically conducted during the artwork design stage, prior to the barcode being printed on the final fully formed product.

Final Report means a final Barcode Check Verification Report which includes print quality analysis. This test is carried out on physical samples of the final fully formed product which includes the final printed barcode that will be scanned in the market.

Global Location Number (GLN) Member means a party whose membership is restricted to assigning GS1 ID Keys for use as GLNs.

GS1 Review Process means the process followed by logging onto the nominated approval platform as advised by GS1 Australia from time to time to approve, reject or request a change to Content. GS1 Australia will re-load the changed Content and send a notification for approval by You.

GS1 Testing and Photography Service means the Barcode Check Service, Product Photography Services and/or Content Creation Service as selected by You in the Registration Form. The GS1 Service is more particularly described on the GS1 Website.

GS1 Service means the GS1 Testing and Photography Service.

GS1 Service Only Member means a party:

- (a) who only subscribes to any GS1 Services offered by GS1 Australia;
- (b) to whom GS1 Australia has allocated a Primary Entity GS1 ID Key for GS1 Australia's own internal purposes; and
- (c) does not otherwise have a licence under the GS1 Membership Agreement to assign GS1 ID Keys.

Nutritional Information Panel (NIP) is a table found on food packaging that provides detailed information about the nutritional content of the product.

Order means the request by You for the GS1 Service set out in the Registration Form.

Product Photography Services means photography services offered by GS1 Australia to create high-quality images for products used in various marketing and sales channels.

Products means goods of any kind including barcodes produced and generated using the GS1 Logistics Labelling Tool.

Registration Form means the on-line registration form completed when ordering the GS1 Service in the format determined by GS1 from time to time.

Report means an Interim Report and/or a Final Report as requested by You by nominating the Barcode Check Service on the Registration Form.

Submitter means the party who submits the Registration Form and may include your Third Party Service Provider or authorised agent

Up-Front Payment Conditions means payment conditions which apply to:

- a) a GS1 Australia Member with a declared turnover of \$5 million or less; or
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- b) a GS1 Service Only Member; or
- c) a GLN Member; and
- d) none of the relevant member categories listed in (a)-(c) has a direct debit arrangement in place for the payment of Fees.

Third Party Service Provider means a party authorised by You to act on Your behalf with respect to the use and access of the GS1 Service.

You means the entity whose details are set out in the Registration Form or the Authorised Personnel (and "**you**", "**your**" and "**Your**" has a corresponding meaning).