

DCA's 2026-2027 Inclusive Employer Index Terms and Conditions

1 PART A: PRELIMINARY MATTERS

1.1 Parties and Scope

These Terms govern participation in the Inclusive Employer Index ("Index") for 2026 between Diversity Council Australia Limited ("DCA"), Cultural Infusion Enterprises Pty Ltd ("CI"), and the participating organisation ("Participant"). By registering, the Participant agrees to be bound by these Terms.

1.2 Participant Requirements

Participation is conditional on payment by the Participant of the applicable participation fee to DCA, and completion of registration in the manner required by DCA and CI. CI will provide access to the survey platform for the administration period of the 2026 Index.

1.3 Survey and Results

DCA retains full discretion over survey content, methodology and assessment criteria. Survey results provided to participants will be aggregated and de-identified. Participation does not guarantee any particular outcome, recognition, or endorsement of the Participant by DCA or CI. The Participant must ensure survey participation by its personnel is voluntary, communicate privacy protections appropriately to its personnel, and comply with applicable privacy laws. The Participant must not invite any non-Australian based personnel to participate in the survey.

1.4 Recognition and branding

If the Participant meets DCA's assessment criteria set out on its website

and DCA confirms the Participant may use the Inclusive Employer Logo, the Participant will be granted a non-exclusive, royalty free, non-sublicensable licence to use the Inclusive Employer logo strictly in accordance with these Terms and DCA guidance, for a term of one year or until the date of any earlier termination of these Terms under clause 10. DCA may publish participant names and aggregate benchmark findings associated with the Index.

1.5 Acceptable Use Obligations

The Participant must use the Index and licensed materials lawfully and responsibly, ensure its personnel comply with these Terms, and avoid conduct that could damage the reputation, integrity or operation of the Index, DCA or CI. Unauthorised commercial use, data mining or redistribution of Index materials is prohibited.

1.6 Intellectual Property

All intellectual property in the Index, including survey materials, methodology, benchmarks, reports and Participant-specific results, is owned by DCA upon creation and remains the property of DCA or its licensors. All intellectual property in the technology platform used to participate in the Index is owned by CI and remains the property of CI or its licensors. The Participant receives a non-exclusive, non-transferable, non-sublicensable licence to use its survey results and any DCA authorised branding solely for internal purposes and approved communications subject to these Terms and DCA's guidelines. This licence is perpetual, but may be terminated as provided for in clause 10.

1.7 Confidentiality and Privacy

The Participant and each of DCA and CI must protect all confidential information (including survey results, report or dashboard content) received from the other, use such information only for the purposes of these Terms, and comply with all applicable Australian privacy legislation. The preceding sentence does not apply as between DCA and CI. CI must ensure all Index data is hosted solely in Australia and that all information collected from the Participant's personnel is anonymised.

1.8 Fees and GST

The Participant must pay the applicable fees to DCA at registration unless otherwise agreed, which fees are non-refundable except where required by law. CI will be entitled to receive a percentage of such fees from DCA. Unless expressly stated, fees are exclusive of GST, which will be payable where applicable.

1.9 Liability

To the maximum extent permitted by law: (a) each of DCA and CI's total liability arising from participation is limited to the participation fee paid; and (b) no party is liable for indirect, consequential or reputational loss; in each case whether in contract, tort (including negligence) or otherwise. Statutory consumer rights are not excluded where they cannot lawfully be excluded or limited. To the extent permitted by section 64A of the Australian Consumer Law, each of DCA and CI's liability for any breach of the consumer guarantees is limited, at that party's option, to (a) in the case of goods, replacement, repair or payment of the cost of replacement or repair, or (b) in the case of services, resupply or payment of the cost of resupply.

1.10 Term and Termination

These Terms apply from acceptance by DCA of the Participant's registration until completion of the relevant Index for 2026

or earlier termination. DCA or CI may suspend or terminate these Terms immediately where these Terms are breached by the Participant and that breach isn't cured within 14 days of notice from DCA or CI, or where reasonably necessary to protect the integrity, security or reputation of the Index. The Participant may cease participation and terminate these Terms at any time by providing written notice to DCA and CI. Access to survey systems and materials will cease upon expiry or termination.

1.11 General Provisions

These Terms constitute the entire agreement between the Participant and each of DCA and CI regarding the Participant's participation and the Terms' subject matter, however nothing limits a party's liability that cannot be excluded for related communications. The Terms are governed by the laws of New South Wales, Australia. Invalid provisions will be severed without affecting the remainder. Failure to enforce a right does not constitute waiver. Provisions relating to confidentiality, intellectual property, liability and governing law survive termination. No party is liable for delays or failures caused by circumstances beyond its reasonable control (including natural disasters, pandemics, government actions, or significant technology outages). DCA may adjust Index dates for the relevant Index cycle if reasonably necessary due to such circumstances.