

## **COMMUNITY TAB SPORTS GRANTS TERMS AND CONDITIONS**

### **APPLICATION CONDITIONS**

1. Details on how to apply for a Community TAB Sports Grant can be found at <http://www.rwwa.com.au/home/our-community/community-tab-sports-grants-6716.html>.
2. By applying for and/or accepting a grant from the Promoter the Applicant/Recipient agrees to observe and be bound by these Terms and Conditions.

### **HOW TO APPLY**

1. Applicants must complete in full the application document and all questions and necessary information specified at <https://www.surveymonkey.com/r/YFFPQBZ> and below:

Name of Sports Club.
Controlling Body/Authority (if applicable):
Local Council:
Owner of Club facilities:
Organisation address:
Number of paying members at your Club:
Number of volunteers at your Club:
Existing sponsorship partners/contributors:
What does your Club do?
How long has your Club been in existence?
Are you asking for a Level 1 (\$4000) or Level 2 (\$2000) sponsorship?
What will the grant go towards?
How will this grant be beneficial to your Club?
Contact details.
Have you read and understand the Terms & Conditions?

2. Applicants may only apply once, however the Promoter will accept amended applications only if necessary.
3. No responsibility will be taken by the promoter for incomplete applications.
4. Once an application has been completed and received, the application will stay within the pool of potential recipients until the grant is awarded.

### **ELIGIBILITY**

1. To be eligible to be considered as a recipient of the Community TAB Sports Grants the Applicant must acknowledge and agree to the following criteria:
  - a. The Sporting Club that is applying for the grant must be a Registered Club;
  - b. All Registered Sporting Clubs from metropolitan and regional Western Australia are eligible to apply;
  - c. The Applicant must specify what the grant will be used towards and if it is not an appropriate use of the grant the Promoter can execute it's right to refuse giving the grant to that Club;
  - d. Must be an incorporated body under the Associations Incorporation Act 2015 (copy of cert of inc and constitution to be provided with all applications.
2. The Promoter reserves the right to verify the validity of all applications and reserves the right to disqualify any applicant who supplies invalid information that is not in accordance with these Terms and Conditions.
3. Immediate family members of those who are any way involved in the Community TAB Sports Grants are not eligible to apply for a grant nor if they are a member of an organisation that applies.
4. For the purpose of this grant process, immediate families is defined as Mother, Father, sister, brother, spouse (including de facto) and offspring.
5. Applicants and Recipients must not in any way disparage or make derogatory comments in any form (whether verbally, electronically or otherwise) about the Promoter at any time. If an applicant is seen to be doing so the promoter has the right to terminate the sponsorship agreement immediately.
6. The Promoter accepts no responsibility for any accident, loss, injury or damage to any individual or property arising out of or in connection with the grants process or the grant, either during or after the process.
7. The Promoter's decision is final and no correspondence will be entered into.

### **GRANT RECIPIENT SELECTION**

1. The Promoter will select one recipient each month to receive a grant of up to the maximum amount of \$4,000.
2. The Promoter uses its own discretion to select the recipient from all of the applications received.
3. If there is no one suitable then no grant will be allocated that month.

### SUCCESSFUL GRANT RECIPIENTS

1. Grant Recipients will receive the financial amount specified within their application, Level 1 or Level 2 Sponsorship.
2. Grant Recipients will spend the grant money on what was specified within the application.
3. Grant Recipients must fulfil the obligations that are tied to the grant amount specified below:

Sponsorship Level	Sponsorship Amount	Organisations Obligations
Level 2	\$2,000	<ul style="list-style-type: none"><li>• Community TAB logo on website.</li><li>• At least 3 x social media posts acknowledging Community TAB's contribution.</li><li>• Communications in newsletter or similar about Community TAB's contribution.</li><li>• Media release on website acknowledging Community TAB's contribution.</li></ul>
Level 1	\$4,000	<ul style="list-style-type: none"><li>• Community TAB logo on website.</li><li>• At least 5 x social media posts acknowledging Community TAB's contribution.</li><li>• Communications in newsletter or similar about Community TAB's contribution.</li><li>• Media release on website acknowledging Community TAB's contribution.</li><li>• Community TAB logo on signage or uniforms where possible.</li></ul>

4. The successful Recipient of a grant will be notified within the first week of each month.
5. The grant is non-transferable, non-exchangeable and not redeemable and are subject to change at the discretion of the Promoter.
6. The grant remains the property of the Recipient once awarded. No interest in a grant may be granted or transferred to a third party by a Recipient.
7. If for any reason, the Promoter becomes aware after a Recipient has received a grant that the Applicant/Recipient has not complied with the Terms or that their entry is otherwise invalid, that Recipient will have no entitlement to that grant, even if the Promoter has announced them as the winner and that Recipient will be required, at the direction of the Promoter to return, refund or otherwise make restitution of the grant.
8. Once a Sporting Club has received a grant they are not permitted to receive a second one.
9. The Recipient of the grant must be available and willing to be involved in any media promotion of the Community TAB Sports Grants.

### PHOTOGRAPHS AND PERSONAL DETAILS

1. The Promoter collects personal information from applicants in order to facilitate the Promotion.
2. The Promoter will handle personal information disclosed by the contestant in accordance with the Australian Privacy Principles under the Privacy Act 1988 (Cth) and the terms of its privacy policy located at <http://www.rwwa.com.au/home/privacy-policy-37.html>.
3. Without limitation, Applicants authorise and grant the Promoter:
  - a. the right to record their image, voice, including in photographs, film and other audio-visual materials (the Materials); and
  - b. the right to copy, adapt, edit, alter, reproduce, publish, distribute, exhibit, broadcast, transmit, and otherwise exploit, and permit others to exploit, parts or all of the Materials which have been recorded of the Contestant in all media (including but not limited to on websites or via digital applications, and via social media such as Facebook or YouTube), throughout the world and in perpetuity, for the purposes of publicity, marketing, advertising and promotion of the Community TAB Sports Grants and any events organised by RWWA including without further credit, compensation or reward.
4. Applicants acknowledge and agree:
  - a. that all copyright and intellectual property in the Materials belongs, or is assigned, to the Promoters
  - b. releases the Promoter from any claims they may have relating to the Materials or any use, reproduction, publication, editing or changes made to or of the Materials; and
  - c. waives, in favour of the Promoter, any rights in the nature of moral rights as defined in the Copyright Act 1968 (Cth) in relation to the Materials, including but not limited to any rights of authorship or attribution, and consent to any acts by any Promoter which may infringe such moral rights.

### GENERAL

1. All applications become the property of the Promoter when submitted.
2. The Promoter's decisions associated with Community TAB Sports Grants are final and no correspondence will be entered into.
3. These Terms are governed by the laws of Western Australia, Australia. Each Applicant submits to the exclusive jurisdiction of the courts exercising jurisdiction there in connection with matters concerning these Terms and waives any rights to claim that those courts are an inconvenient forum.

4. The Promoter is Racing & Wagering Western Australia (RWWA), 14 Hasler Rd, Osborne Park, Western Australia, 6017. ABN 21 347 055 603.