

COMMUNITY TAB RACE CLUB COMMUNITY PROGRAM PROMOTION 2019 TERMS AND CONDITIONS

ELIGIBILITY

1. To be eligible to be considered as a recipient of the grant from Community TAB the Race Club must acknowledge and agree to the following criteria:
 - a. Officially take part in the Community TAB Community Program during the calendar year of 2019 by organising your clubs participation through Community TAB – Kelly Meacock or nominated Community TAB representative.
 - b. Taking part in the Program includes inter alia, offering a race day as a fundraising platform for a not-for-profit group and Community TAB matching the fundraising efforts.
 - c. Participation in the Program will be promoted by Community TAB.
2. The Promoter reserves the right to verify the validity of all applications and reserves the right to disqualify any applicant that is not in accordance with these Terms and Conditions.
3. Only WA Thoroughbred, Harness and Greyhound Race Clubs are eligible to take part.
4. 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.
5. 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 process or the grant, either during or after the process.
6. The Promoter's decision is final and no correspondence will be entered into.

GRANT RECIPIENT SELECTION

1. The Promoter will randomly select one recipient from the eligible clubs to receive the \$4000 grant.
2. The successful recipient will be drawn at random from the group of eligible recipients. The draw is planned to take place at a public event and shared publicly via social media during the time of the draw.

SUCCESSFUL GRANT RECIPIENT

1. The recipient will receive the financial amount of \$4000.
2. The recipient must clarify with Community TAB what they plan to spend the grant money on and approval on this will be required by Community TAB.
3. The grant is non-transferable, non-exchangeable and not redeemable and are subject to change at the discretion of the Promoter.
4. 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.
5. 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.
6. The Recipient of the grant must be available and willing to be involved in any media promotion of Community TAB and the Community TAB Race Club Community Program.

PHOTOGRAPHS AND PERSONAL DETAILS

1. 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.
2. 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. The Promoter's decisions associated with grant are final and no correspondence will be entered into.
2. 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.
3. The Promoter is Racing & Wagering Western Australia (RWWA), 14 Hasler Rd, Osborne Park, Western Australia, 6017. ABN 21 347 055 603.