

**Active Club Grants**  
**Round One 2015–2016**  
**Maximum Funding \$10,000**

**Terms and Conditions**

These terms and conditions (**Terms and Conditions**) apply to the 'Active Club Grants Program 2015—2016' which is being administered by Victorian Health Promotion Foundation.

By submitting an Application, You agree to be bound by these Terms and Conditions. In the event of any conflict between any terms referred to in the promotion materials and these Terms and Conditions, these Terms and Conditions take precedence.

**Stages of the Program**

There are three stages of the Program:

Stage 1 – Entry in to the Program and provision of an Application

Stage 2 – Assessment of Application and Video

Stage 3 – Announcement of Successful Organisations

**Program and eligibility requirements**

- 1) The Program is aimed at providing Funding to community sport and active recreation clubs/organisations across Victoria to help address barriers to regular physical activity.
- 2) VicHealth is looking to Fund organisations who can demonstrate that Funding under the Program will increase opportunities for regular physical activity. More information about the Program objectives and Funding criteria can be found in the Program Guidelines at <http://www.vichealth.vic.gov.au/Funding-Opportunities/Funding-Schemes/Active-Club-Grants.aspx>.
- 3) VicHealth has a legislative mandate to allocate at least 30% of its appropriation to sports organisations. Applications will only be accepted from local clubs/organisations that facilitate or organise community-based sport and active recreation opportunities as one of their primary functions
- 4) The types of organisations who are eligible to participate in the Program include:
  - a) local sporting organisations (eg, local sporting clubs) and
  - b) local active recreation organisations (eg, scouts and girl guides);
- 5) Organisations may participate in the Program if the following conditions are met:
  - a) the organisation is a not-for-profit;
  - b) the organisation is an incorporated body or the organisation has partnered with an Auspicing Body;
  - c) the organisation is committed to delivering the grant in Victoria; and

- d) the organisation has (to the satisfaction of VicHealth) acquitted any previous grants awarded to it by VicHealth.

- 6) VicHealth will not Fund an organisation if:
  - a) the organisation engages in a sport where the intention is to deliberately injure or inflict harm on another individual (e.g. Boxing, Mixed Martial Arts)
  - b) the organisation does not fall within clauses 4 and 5
  - c) the organisation is excluded from applying for Funding under this Program as it is subject to an Inactive Period which has not expired at the date of the Application.

- 7) A non-exhaustive list of the types of organisations which are not eligible to participate in the Program can be found in the Program Guidelines at <http://www.vichealth.vic.gov.au/Funding-Opportunities/Funding-Schemes/Active-Club-Grants.aspx>.

**Eligibility to enter the Program**

- 8) The Program commences on Monday 17 August 2015 all Applications must be received by VicHealth by 16.00 Eastern Standard Time on the closing date of Friday 18 September 2015.
- 9) The Program will operate on the Program Webpage. By participating in this Program You agree to act in accordance with:
  - a) these Terms and Conditions; and
  - b) the terms and conditions of the VicHealth Website, which are located at <https://www.vichealth.vic.gov.au/about/policies-and-procedures/privacy-statement>

**Stage 1 – Entry to participate in the Program**

- 10) You may participate in the Program between Monday 17 August 2015 and the closing date of Friday 18 September 2015 on 16.00 Eastern Standard Time. Late entries will not be accepted.
- 11) In order to participate in the Program, You are required to complete the Application available via the VicHealth application portal on the Program Webpage and provide (amongst other information):
  - a) Your organisation name, key contact names, direct email addresses and contact numbers;
  - b) complete and accurate organisation bank details to enable VicHealth to transfer Funds to You if You are a Successful Organisation;
  - c) quotes and estimated quantities for the items of equipment proposed to benefit Your organisation;
  - d) a single supporting Video which must not exceed 90 seconds in duration.
- 12) Further to clause 11(b) above, in the event that You provide incorrect bank account details, You must notify VicHealth immediately and provide Your correct

bank account details. Where VicHealth has relied on the information submitted by You (including in the Application) and transferred Funds to an incorrect bank account, VicHealth may attempt to recover such Funds from the receiving financial institution and if successful, VicHealth may deduct any costs it incurs as a result of recovering the Funds from the Funding amount awarded to You.

- 13) You acknowledge that VicHealth is not liable to repay any Funds to You in the event that You fail to provide correct bank account details and VicHealth is unable to recover the Funds post transfer.
- 14) Further to clause 11(d) above, You can submit Your Video by uploading a YouTube URL on the Application. The URL must not be password protected and must be selected as 'unlisted'. This will ensure that the Video is not available to the general public by running a search on a search engine and can only be accessed by entering the correct URL directly into a web browser
- 15) Videos not meeting the requirements set out in these Terms and Conditions will not be assessed and VicHealth may reject Your Application.
- 16) You acknowledge and accept that VicHealth may publish Your Video on the VicHealth Website, Program Webpage and any other media (including social media).
- 17) VicHealth will not accept entries by email, post, facsimile or any other method that does not involve completing the Application. Hardcopy application forms are not available.
- 18) You agree to pay Your own costs in relation to this Program, including (but not limited by):
  - a) applying for this Program;
  - b) developing Your Video ;
  - c) executing a Funding Agreement;
  - d) complying with these Terms and Conditions; or
  - e) attending to any other matter in relation to this Program.
- 19) By participating in the Program You warrant that You are an authorised representative with the authority to bind Your organisation to these Terms and Conditions.

#### **VicHealth Consent Forms**

- 20) As a condition of participation in this Program, You must:
  - a) obtain a privacy and moral rights consents from all individuals appearing in the Video provided, or their parents or legal guardians (where applicable);
  - b) A copyright licence from all individuals or legal entities contributing intellectual property to Your Video.
- 21) In obtaining such consents or licences, You must use the relevant VicHealth consent forms which can be found at [ACG CONSENT FORM](#) and promptly provide

signed consent forms to VicHealth with Your Application.

- 22) You acknowledge and accept that VicHealth may reject Your Application at any stage of this Program if You fail to produce any signed consent form in accordance with these Terms and Conditions.

#### **Stage 2 Assessment of Applications and Evaluation Criteria**

- 23) The assessment of Applications will be made against the following Evaluation Criteria:
  - a) Rationale and impact of requested equipment
  - b) Eligibility and suitability
  - c) Feasibility and achievability management
- 24) All Applications will be assessed by VicHealth starting the week beginning 21 September 2015.
- 25) You acknowledge and accept that VicHealth may allocate different weightings to this Evaluation Criteria in its assessment of Applications and any decision to do so is at the sole discretion of VicHealth.

#### **Stage 3 Announcement of Successful Organisation**

- 26) VicHealth will announce the Successful Organisations on the Program Webpage in December 2015.

#### **Provision of Funding to Successful Organisations**

- 27) If You are a Successful Organisation, VicHealth will provide You with Funding for the items covered in the Successful Application in accordance with these Terms and Conditions.
- 28) VicHealth will notify Successful Organisations by email prior to the announcement date as specified in clause 26 above.
- 29) After receiving an email from VicHealth's, Successful Organisations are required to:
  - a) Send a confirmation email to VicHealth at [activeclub@vichealth.vic.gov.au](mailto:activeclub@vichealth.vic.gov.au) acknowledging the Funding amount, confirming the Successful Organisations contact details and bank details are accurate and correct and enter in to a Funding Agreement with VicHealth.
- 30) Any decision by VicHealth on any matter in relation to this Program is final and is not subject to review. This includes a decision by VicHealth in determining which organisation will be a Successful Organisation or the number of Successful Organisations or in determining the amount of any Funding.
- 31) You warrant that if You are a Successful Organisation, You must use the Funding only in relation to the items set out in the Successful Application and to purchase those items within the Program Period and You acknowledge that the provision of the Funding to You is subject to you complying at all times with these Terms and Conditions.
- 32) If You wish to purchase an item which is not covered in the Successful Application and/or is not an Approved

Item, You must obtain VicHealth's prior consent before purchasing such item.

- 33) You must promptly notify VicHealth of any unspent Funding following the expiry of the Program Period. At its sole discretion, VicHealth may request the return of any unspent Funding, which You must immediately return to VicHealth within 30 days of the date of that request.
- 34) VicHealth will issue a Successful Organisation a Recipient Created Tax Invoice in relation to the Funding. The Successful Organisation is not required to issue VicHealth any invoices in relation to the Funding.
- 35) Payment of the Funds shall be made electronically to the Successful Organisation's nominated bank account as detailed in clause 11(b) above. VicHealth shall provide the Successful Organisation with a remittance advice for record keeping.

#### Privacy

- 36) In administering this Program, VicHealth will collect personal information, including, without limitation, the name of persons participating in the Program and the names and contact details of persons appearing in Videos
- 37) Any personal information collected by VicHealth in administering this Program will be managed in accordance with the Information Privacy Principles (IPPs), the Privacy and Data Protection Act 2014 (Vic), and VicHealth's Privacy Statement, which is available at <http://www.vichealth.vic.gov.au/Privacy>
- 38) You acknowledge and accept that personal information will be shared with VicHealth's employees, agents and subcontractors to the extent necessary for the Program to be delivered and for VicHealth's promotional purposes.

#### Intellectual Property

- 39) Subject to clauses 40 to 41, You will retain all copyright and any other intellectual property rights in the Application.
- 40) By submitting an Application and Video as part of the Program, You grant to VicHealth a worldwide, exclusive, transferable, royalty-free, perpetual, irrevocable license (including a right to sub-license) to use, reproduce, distribute, adapt (including without limitation edit, modify, translate and reformat), derive, transmit, publish, communicate, display and perform (publicly or otherwise), the Application for the purpose of evaluating the Application, and for VicHealth's marketing, advertising and/or promotional activities, which may include, but is not limited to, using, publishing or communicating the Application and/or Video on a website, social media or other digital media.

- 41) You hereby represent and warrant that You have all permissions necessary to grant the rights provided for in clause 40 and that any use of such Application and/or Video by, or on behalf of, VicHealth shall comply with all applicable laws, rules, and regulations and not infringe or otherwise violate the intellectual property, moral rights or other rights of any third party.
- 42) By participating in the Program, You accept and agree that you waive any moral rights you may have in relation to the Application and Video You submit, and that VicHealth may use any names or video footage featured in the Application in its publicity materials without any obligation for VicHealth to provide acknowledgment, payment or other compensation to You. This includes making such names and video footage available on the VicHealth Website, the Program Webpage and other advertising and promotional materials.

#### Indemnity

- 43) By participating in this Program, You will indemnify and hold VicHealth and its officers, employees and agents harmless against any loss, liability, or injury arising out of, or in connection with, this Program including without limitation:
  - a) any breach of these Terms and Conditions and/or the terms and conditions on the VicHealth Website;
  - b) any breach by You of any terms and conditions of Youtube or any other organisation;
  - c) any warranty given by You under these Terms and Conditions being incorrect or misleading in any way;
  - d) any breach of confidentiality or breach of privacy by You;
  - e) any infringement of a third party's intellectual property rights;
  - f) any defamatory statement;
  - g) any unlawful activity;
  - h) any negligent act or failure to act by you; or
  - i) anything else which causes loss, liability, or injury.

#### Modification, cancellation or suspension of this Program

- 44) VicHealth reserves the right, at any time and in its sole discretion, to:
  - a) alter the structure and/or timing of the Program;
  - b) vary or extend any time or date specified in these Terms and Conditions;
  - c) require additional information or clarification from and organisation participating in the Program;
  - d) modify, cancel, terminate or suspend this Program in whole or in part;
  - e) and will not be liable for any costs or expenses incurred by You or any other person as a result of exercising any of its rights in accordance with this clause 44.
- 45) If VicHealth exercises any of its rights outlined in clause 44, VicHealth will notify You in writing.

#### Disclaimer

- 46) VicHealth is not responsible and disclaims all liability for any condition, circumstances, losses, failures or delays caused by events beyond its control.
- 47) To the maximum extent permitted by law, VicHealth and its officers, employees and agents assume no responsibility for any damage, loss, costs, expenses (including special, indirect or consequential losses, or loss of profits) arising out of, or in connection with, this Program including without limitation:
- a) any technical, hardware or software failures, lost, faulty or unavailable network connections or difficulties of any kind that may limit or prohibit your ability to participate in the Program;
  - b) any lost, damaged, defaced, incomplete, illegible or otherwise unreadable Video;
  - c) any unauthorised access to, or theft, destruction or alteration of, any Video at any point in the operation of this Program;
  - d) any infringement of third party's intellectual property rights, breach of confidentiality or breach of privacy or other action which arises as a result of Your Application and/or Video and/or
  - e) VicHealth's use or disclosure of Applications or Videos in accordance with these Terms and Conditions; or
  - f) any defamatory statement; or
  - g) any unlawful activity by any person; or
  - h) any breach by You of any terms and conditions of Youtube or any other organisation;
  - i) any breach of these Terms and Conditions by You or any misleading warranty provided by You; or anything else.
- 48) By participating in this Program, you voluntarily and knowingly release, discharge and relinquish any and all claims, actions and lawsuits of any kind against VicHealth and agree that no claim relating to any loss or injury arising as a result of any of the above shall be made against VicHealth.

#### General

- 49) These Terms and Conditions constitute the entire agreement between VicHealth and You in relation to the Funding and the Program. All prior discussions, undertakings, agreements, representations, warranties and indemnities in relation to the Funding and the Program are replaced by these Terms and Conditions and shall have no further effect.
- 50) You may not assign, transfer, sub-contract or otherwise deal with Your obligations under Terms and Conditions or any right under these Terms and Conditions (including in respect of the Funding) without the prior written consent of VicHealth.
- 51) These Terms and Conditions are governed by, and are to be construed in accordance with the laws applicable in Victoria and You irrevocably and unconditionally submit to the nonexclusive jurisdiction of the courts of Victoria. You waive any right to object to any proceedings being brought in those courts.
- 52) By participating in this Program, You represent and warrant that:
- a) You have read and accepted and complied with YouTube's terms and conditions before uploading the Video;
  - b) You have obtained all rights, licences, and permissions necessary, in writing, from any person who may have helped create Your Video or Application submitted as part of this Program; and
  - c) Your Application and Video submitted as part of this Program complies with these Terms and Conditions (and any applicable third party terms and conditions), and:
    - i) is Your original work;
    - ii) has not previously been submitted in any other challenge, competition or promotion, including any third party promotion or event;
    - iii) does not contain any use of the names, likenesses, photographs, or other identifying elements, in whole or in part, of any person, living or dead, without permission of the relevant person or their parent or legal guardian using the relevant consent form available on the VicHealth Website;
    - iv) does not include trade marks, logos, or copyright protected material which belong to third parties unless you have permission from the owner to use the same in Your entry (including, but not limited to, company names, music, photographs, motion picture or television programme clips or audio tracks, works of art, or images published on or in websites, television, movies, or other media);
    - v) is not subject to any third party agreements, and VicHealth will not be required to pay any licence fees, royalties or other sums to any person or entity as a result of using the Video Pitch in accordance with these Terms and Conditions;
    - vi) does not defame, misrepresent, or contain disparaging remarks or any other content which could adversely affect the name, reputation or goodwill of VicHealth or any other individuals and/or entities, the determination of which shall remain in the sole discretion of VicHealth;
    - vii) does not contain pornographic or sexual content, hateful or offensive content, content which promotes violence or harm to another living creature or any other offensive, obscene or inappropriate content, the determination of which shall remain in the sole discretion of VicHealth;

#### Warranties

- viii) does not include threats of any kind or that intimidate, harass, or bully anyone, or invade the privacy of any person, the determination of which shall remain in the sole discretion of VicHealth;
- ix) does not violate any applicable laws or include any content that may encourage or provide instructions for a criminal offence;
- x) does not feature, refer to, or mention any brands competing with VicHealth; and
- xi) along with any electronic method of communication used to submit it to VicHealth, does not contain any known virus, trojan horse, worm, trapdoor or similar software that may in any way infect or affect any of VicHealth's (or a third party's) hardware or software systems.

#### **Right to remove or reject organisations**

- 53) VicHealth reserves the right to remove or reject from the Program (including from the Program Webpage) an organisation that has entered the Program if:
- a) the organisation's Application is illegible, incomplete or fraudulent or does not comply with these Terms and Conditions;
  - b) the organisation has breached these Terms and Conditions or VicHealth suspects that the organisation has breached these Terms and Conditions;
  - c) VicHealth receives a complaint about the organisation from a third party in relation to an Application or any matter relating to this Program;
  - d) the organisation has tampered with the operation of the Program, has engaged in cheating, hacking, deception or any other unfair practices such as intending to annoy, abuse, threaten or harass any other entrants or VicHealth and/or any of its agents or representatives, or VicHealth suspects, on reasonable grounds, that it has done so; or
  - e) the organisation submitting the Application has failed to submit a consent form in accordance with these Terms and Conditions; or
  - f) the organisation submitting the Application does any act or does anything that is contrary to prevailing community standards, or is otherwise regarded by the public as unacceptable.
  - g) VicHealth otherwise thinks it is appropriate to do so.

## Definitions

**“Application”** means the online application form on the Program Webpage (including Videos) submitted by an organisation to apply for Funding pursuant to the Program;

**“Approved Items”** means VicHealth’s list of Funding approved items of expenditure as set out in the Program Guidelines <http://www.vichealth.vic.gov.au/Funding-Opportunities/Funding-Schemes/Active-Club-Grants.aspx>

**“Ausspicing Body”** means an incorporated organisation which acts on behalf of an individual, unincorporated association or group pursuant to an Auspice Agreement;

**“Evaluation Criteria”** means the evaluation criteria set out in clause 23;

**“Funding” or “Funds”** means an Active Club Grant of up to \$10,000 (exclusive of GST) to be awarded by VicHealth to a Successful Organisation pursuant to these Terms and Conditions;

**“Funding Agreement”** means a funding agreement between VicHealth and a Successful Organisation for the provision of Funding pursuant to the Program;

**“Inactive Period”** means a fixed period of two years from the date an organisation received grant funds from VicHealth pursuant to a previous Active Club Grants Program administered by VicHealth;

**“Program Period”** means 17 August 2015 to 18 September 2015;

**“Program Webpage”** means the webpage on the VicHealth Website at <http://www.vichealth.vic.gov.au/FundingOpportunities/Funding-Schemes/Active-Club-Grants.aspx>;

**“Program”** means the ‘Active Club Grants Program 2015-2018’ which is administered by VicHealth on the Program Website;

**“Program Guidelines”** means the Active Club Grants Funding Guidelines located on the Program Webpage at <http://www.vichealth.vic.gov.au/Funding-Opportunities/Funding-Schemes/Active-Club-Grants.aspx>;

**“Successful Application”** means an Application that is selected by VicHealth which will result in VicHealth providing Funds to a Successful Organisation pursuant to the Program;

**“Successful Organisation”** means an organisation whose Application is selected by VicHealth as the Successful Application pursuant to the Program;

**“VicHealth”** means the Victorian Health Promotion Foundation, a statutory authority established pursuant to The Tobacco Act 1987 (Vic), ABN 20734406352 of 15-31 Pelham Street, Carlton 3053;

**“VicHealth Website”** means the VicHealth website at [www.vichealth.vic.gov.au](http://www.vichealth.vic.gov.au);

**“Video”** means the video submitted by You which forms part of Your Application;

**“You, Your”** means the organisation who participates in the Program.