

## General Terms and Conditions for HBF's Community Grants Program

Each person who applies for a partnership, by submitting an Application for HBF's Community Partnerships Program, will be bound by these terms and conditions as varied from time to time. Please read these terms and conditions carefully. HBF reserves the right to vary these terms and conditions at any time and without notice. Please check these terms and conditions on [www.hbf.com.au/community/partnerships-program](http://www.hbf.com.au/community/partnerships-program) at regular intervals for any changes.

### Purpose of Partnership Program

- 1 Under the Community Partnerships Program (**CPP**), HBF agrees to provide grants in accordance with these terms and conditions.
- 2 The purpose of the Partnership Program is for HBF to help organisations and charities in our community make a tangible and lasting positive difference to the health of West Australians.

### Eligibility

- 3 To be eligible to become a Program Partner of HBF, an Applicant must:
  - (a) be an Australian registered or endorsed charitable organisation, with a physical presence in WA.
  - (b) have been operating for at least 2 years.
  - (c) have an annual turnover between \$50,000 - \$5M. Applications outside this operating amount will only be accepted at HBF's discretion.
  - (d) Complete an application in line with the open dates.
  - (e) Propose an initiative that seeks to clearly improve the health of West Australians and do so sustainably
- 4 HBF reserves the right to consider Applicants that do not fall within the above eligibility criteria.
- 5 There is a limit of one Application on behalf of each organisation. If unsuccessful, an organisation can resubmit an Application the following year.
- 6 Applications by or on behalf of any organisations controlled by any officers, employees or contractors of HBF or any members of the immediate families of such persons cannot be considered.

### Applications

- 7 To apply for a Program Partnership, an Applicant must submit an accurately completed CPP Expression of Interest, which is available online at [www.hbf.com.au/community/cpp-eoi-form](http://www.hbf.com.au/community/cpp-eoi-form), during the open period specified at that website link.
- 8 Applicants successful through the Expression of Interest process will be requested to complete a more detailed Application.
- 9 Each Application must include:
  - (a) full details of the intended project activities;
  - (b) proposed project timelines;
  - (c) how the success of the project would be measured i.e. intended outcomes and KPIs;
  - (d) project risks i.e. the key risks to success;
  - (e) an outline of opportunities for HBF employee volunteering through the project;
  - (f) whether funds have been made available from other sources for the project; and

## **General Terms and Conditions for HBF's Community Grants Program**

- (g) plans for sustainability of the project post completion of HBF funding.
- 10 Once an Application is submitted, it is considered final and no changes or amendments to the Application will be accepted
- 11 Any Application that HBF determines is incomplete, illegible or incomprehensible, or fails to meet the requirements under these terms and conditions, will be ruled invalid and withdrawn from consideration for a Partnership.
- 12 Applications must not contain any information, images or other material:
  - (a) that is inaccurate or misleading or deceptive in any material respect;
  - (b) in respect of which a third party holds the Intellectual Property Rights where the Applicant has not obtained all necessary consents to copy, disclose, distribute, incorporate or otherwise use the material for the Grants Program and to grant to HBF the licences in respect of that material set out in these terms and conditions;
  - (c) that is discriminatory, obscene, pornographic, defamatory, liable to incite racial hatred, in breach of confidentiality or privacy, which may cause annoyance or inconvenience to others, which encourages or constitutes conduct that would be deemed a criminal offence, give rise to a civil liability, or otherwise is contrary to the law in Australia;
  - (d) that is harmful in nature including computer viruses, Trojan horses, corrupted data, or other potentially harmful software or data; or
  - (e) that may be used in connection with spamming, spimming, phishing, trolling or similar activities.
- 13 Applications must not contain the name, likeness, image and/or voice of another person without that person's permission (or in the case of a minor, the minor's parent or legal guardian).
- 14 HBF will fully co-operate with any law enforcement authorities or court order requiring it to disclose the identity or other details of any person contravening the above requirements.
- 15 HBF reserves the right to require an Applicant to verify the validity of their Application.

## **Determining and Notifying Grant Recipients**

- 16 All Applications will be reviewed by the CPP committee, which will be comprised of representatives of HBF. The CPP committee will assess Applications as follows:
    - (a) Applications will first be assessed to confirm that the Applications have met the eligibility requirements set out in these terms and conditions; and
    - (b) eligible Applications will then be assessed based on their merits.
- Notwithstanding the above, HBF, via the CPP committee, may assess each Application in accordance with the criteria that HBF deems appropriate in its sole and absolute discretion. HBF's determination of the Partnership recipients will be final and binding on all Applicants.
- 17 HBF will announce the Partner after the CPP committee has considered all eligible Applications.
  - 18 Partnership Recipients will be notified of their success by email, post or telephone using the details submitted with their Application.

## **General Terms and Conditions for HBF's Community Grants Program**

### **Partnership Grants**

- 19 As a condition of receiving a Partnership Grant, each Recipient must ensure the Grant is used solely to implement the proposed project in their Application; and must not use the Grant for any other purpose, without the prior written consent of HBF.
- 20 The maximum Partnership Grant HBF will award to any Partnership Recipient is \$100,000 per annum for a maximum three (3) year period. A total maximum grant of \$300,000.
- 21 Each Partnership Grant Recipient must provide HBF with regular reporting as specified by HBF.
- 22 Liability for tax on Grants received may vary in accordance with individual circumstances. Grant Recipients should seek their own independent tax advice in respect of any Grants received. Any tax, liability or duty arising from any Grant received is the responsible of the Grant Recipient.

### **Promotion and Reputation**

- 23 HBF may promote the Partnership Program and any Partnership Recipient as it deems appropriate. Each Applicant consents to their name being used in promotional material in connection with the Partnership Program, and being filmed, photographed or otherwise recorded in connection with the Partnership Program (**Images**) and the images being broadcast or otherwise made public at any time.
- 24 As a condition to receiving a Partnership, each Recipient agrees not to, or to cause another person to, do or say anything that may prejudice or cause damage to HBF's name or reputation.

### **Termination**

- 25 HBF may terminate the participation of any Applicant in a Partnership Program or refuse to award a Partnership to an Applicant without notice for any reason, including if the Applicant:
  - (a) commits any breach of these terms and conditions or tampers with the process for making an Application;
  - (b) supplies any misleading information or makes any misrepresentations to HBF or its agents, or is otherwise dishonest or fraudulent in its dealings, in connection with the Partnership Program; or
  - (c) behaves in a manner which diminishes the name or reputation of HBF, is unlawful or otherwise inappropriate.

An Applicant may terminate their participation in the CPP at any time by emailing HBF at [community@hbf.com.au](mailto:community@hbf.com.au). HBF will not be liable for any loss or other consequence arising out of termination of an Applicant's participation in the Partnership Program whatsoever.

- 26 HBF may, to the extent permitted by law, suspend or terminate the Community Engagement Program at any time, at its discretion and without prior notice. HBF will not be liable for any loss or other consequence arising out of suspension or termination of the Community Engagement Program whatsoever.

### **HBF Website**

- 27 While HBF takes all reasonable care in the construction, operation and content of the HBF Website, it makes no guarantee or warranty that:
  - (a) the use of the HBF Website will be uninterrupted or virus and error free;
  - (b) any information contained on the HBF Website is complete, accurate or up to date; or
  - (c) the HBF Website will be accessible at any time.

## General Terms and Conditions for HBF's Community Grants Program

- 28 Each Applicant must take their own precautions to ensure that the process which they employ for accessing the HBF Website in making an Application in the Partnership Program does not expose them to the risk of viruses, malicious computer code or other forms of interference which may damage their computer system. HBF is not responsible for any interference or damage to computer systems which may arise in connection with accessing the HBF Website or any other website linked to the HBF Website.

## Intellectual Property

- 29 Each Applicant grants to HBF an irrevocable, perpetual non-exclusive royalty free license to download, print, display, perform, reverse engineer, modify, adapt copy, reproduce, transmit, disseminate and publish any images, Intellectual Property Rights or material contained in or submitted with their Application and to create derivative works from any part of such image or material for any purpose and to grant sublicenses of the same.
- 30 Each Applicant unconditionally, perpetually and irrevocably waives any moral rights (as defined in the *Copyright Act 1968* (Cth)) that they have in any content or other Intellectual Property created as a result of this Partnership Program.

## Limitation on Liability

- 31 HBF makes no express or implied warranty or representation in connection with the Partnership Program other than those set out in these terms and conditions.
- 32 To the maximum extent permitted by law:
- (a) any liability that HBF may have to an Applicant whether for negligence, breach of contract or otherwise in respect of the Partnership Program is limited to conducting the Partnership Program and awarding Grants in accordance with these terms and conditions; and
  - (b) HBF will have no liability whatsoever for any loss of profits or any other incidental, consequential or indirect loss or other consequence in connection with the Partnership Program.

## Release and indemnity

- 33 Each Applicant releases and indemnifies HBF and any of its officers, employees and agents from and against any liability arising from:
- (a) any breach of these terms and conditions by the Applicant;
  - (b) any use or misuse of a Grant by the Applicant; and
  - (c) any other conduct that entitles HBF to terminate their participation in the Grants.

## Privacy

- 34 HBF complies with the *Privacy Act 1988* (Cth) to ensure that any personal (including sensitive) information it collects when an Applicant submit their Application (**Information**) is protected. HBF will use the Information in connection with the Grants Program. HBF may use the Information to publish the results of the Grants Program in the local newspapers or on the internet. HBF may also use the Information for promotional, marketing or publicity purposes. HBF may disclose the Information to our service providers, who may provide some services in relation to the Grants Program directly to the Applicant on HBF's behalf. HBF is unlikely to transfer the Information overseas. If you choose not to provide your personal information to HBF, HBF may not be able to consider your Application. The Information collected by HBF in connection with the Partnership Program, and this statement in connection with the Information, is separate from, and without prejudice to, any other personal information concerning an Applicant collected and held by HBF. HBF's Privacy Policy [www.hbf.com.au/about-hbf/legal/privacy-policy](http://www.hbf.com.au/about-hbf/legal/privacy-policy) contains information about

## General Terms and Conditions for HBF's Community Grants Program

how an individual may access or correct information HBF holds about the individual, how complaints about a breach of privacy can be made to HBF and how such complaints will be dealt with. If any Applicant would like further information about HBF's privacy policies and practices, please contact HBF's Privacy Officer by writing to GPO Box C101, Perth, Western Australia, 6839 or by telephoning 1300 883 530.

### General

- 35 HBF may for any reason without giving notice withdraw or suspend this program at any time.
- 36 No granting of time indulgence or failure to enforce a provision of these terms and conditions shall constitute a waiver by HBF of the same.
- 37 If any part of these terms and conditions becomes or is found to be illegal or unenforceable such part may be severed from these terms and conditions and the remaining provisions of these terms and conditions shall continue in force.
- 38 These terms and conditions are governed by the laws of Western Australia. In relation to it and related non-contractual matters each party irrevocably submits to the non-exclusive jurisdiction of courts with jurisdiction there.

### Definitions

- 39 Unless the context otherwise requires, in these terms and conditions:
- (a) **Applicant** means a person who applies for a Partnership;
  - (b) **Application** means an application by an Applicant;
  - (c) **CPP** means HBF's Community Partnership Program;
  - (d) **Intellectual Property** and **Intellectual Property Rights** includes property and rights in connection with copyright (including future copyright and rights in the nature of or analogous to copyright), know-how, trade mark, service mark, design, inventions (including patents), semi-conductor or circuit layout rights, trade, business or company names, or other proprietary rights, or any rights to registration of such rights (including all renewals and extensions);
  - (e) **Grant** means any amount, award or other benefit awarded under the Partnership Program;
  - (f) **Partnership Recipient** means an Applicant with a successful Application, who will receive a Grant;
  - (g) **Partnership Program** means HBF's Community Partnership Program;
  - (h) **HBF** means HBF Health Limited (ABN 11 126 884 786) and its related bodies corporate (as defined in the *Corporations Act 2001* (Cth));

### Interpretation

- 40 Headings do not affect interpretation.
- 41 The meaning of general words is not limited by specific examples introduced by 'including', 'for example' or similar expressions;
- 42 Unless the context otherwise requires:
- (a) singular includes plural and plural includes singular;
  - (b) a reference to a party includes its executors, administrators, successors and permitted assigns; and
  - (c) a reference to a person includes a partnership, corporation, association, government body and any other entity.