



## GENERAL TERMS AND CONDITIONS

### 1. TERMS AND CONDITIONS

1.1 The following General Terms and Conditions apply to all Community Before Commission applicants.

1.2 These general Terms and Conditions will be displayed when required and are available from reception at Dignam Real Estate during business hours or on our website [www.communitybeforecommission.com](http://www.communitybeforecommission.com). The General Terms and Conditions may be amended or varied from time to time.

1.3 The term “Promoter” when referred to in these General Term and Conditions means ‘Community Before Commission’.

### 2. CONDITIONS OF APPLICATION

2.1 Participation in submitting an application constitutes the applicants unconditional agreement to and acceptance of these Terms and Conditions. The applicant is responsible for ensuring his or her familiarity with the Terms and Conditions prior to submitting an application.

2.2 Unless otherwise stated, each applicant may only submit one (1) application.

2.3 A person is ineligible to apply for or receive financial assistance if:

(a) They are an employee (or an immediate family member of an employee) of the Promoter or of its related bodies corporate, or of the agencies or sponsors and companies associated with the initiative.

(b) They have used or attempted to use any more than one name in applying for funding except in the case of a legal change of name.

2.4 By submitting an application, the applicant warrants to the Promoter that their entry is not, and its use by the Promoter will not, be in breach of any third party intellectual property rights.

2.5 All applicants acknowledge that the Promoter can rely on the Terms and Conditions and in particular, this clause, even if the Promoter only learns of an applicant’s ineligibility after the Promoter has or appears to have awarded the funding to the ineligible applicant. Return of funding or payment of its value to the Promoter can be required by the Promoter if this occurs.

2.6 The writer of each application must ensure that any person whose details have been provided within the submission to the Promoter for the purposes of the application, has given their implied or express consent for their details to be provided to the Promoter and to be contacted in relation to the application.

### **3. METHOD OF ENTRY**

3.1 Applications for financial assistance will be accepted during the submission period as published online or in any other manner decided upon by the Promoter. To submit an application, applicants must, during the submission period, follow the entry method specified by the Promoter.

3.2 The Promoter is not responsible for lost, incomplete, incorrectly submitted, delayed, corrupted applications or other errors of any kind, whether due to traffic congestion, technical malfunctions, whether human, mechanical or electronic.

### **4. JUDGING & AWARD OF FUNDING / FINANCIAL ASSISTANCE**

4.1 Funding recipients will be decided and/or selected at the time, on the date/s and at the location/s as specified by the Promoter. The funding will be awarded to a valid applicants who are selected by the Community Committee Members in accordance with the details specified by the Promoter regarding how the funding will be awarded. The decision of the Promoter will be final in determining the recipients of the funding.

### **5. FUNDING / FINANCIAL ASSISTANCE**

5.1 If a funding/financial assistance comprises of vouchers, then all vouchers will be subject to the terms and conditions of the provider of the vouchers and the expiry date specified by the provider of the voucher.

5.2 Any funding/financial assistance comprising of accommodation will be for accommodation costs only and does not include additional charges (such as mini bar, in-room entertainment, dry cleaning, room service or other additional charges) unless additional room service or other related charges are expressly stated to be included in the funding/financial assistance.

5.3 Where funding/financial assistance includes travel, it is the responsibility of the recipient to take out appropriate travel and related insurance at their own cost. All travel is at the recipients own risk and the Promoter accepts no liability or responsibility whatsoever in respect of loss or injury caused during such travel. Failure for any reason to utilise funding/financial assistance comprising of travel within the specified dates will result in the forfeiture of the funding/financial assistance. Unless otherwise specified, the class of travel for airfare is economy class.

5.4 If funding/financial assistance includes overseas travel, it is the responsibility of the recipient to ensure they and any accompanying persons hold valid passports and comply with all legal and regulatory requirements for travel.

## **6. FUNDING / FINANCIAL ASSISTANCE CONDITIONS**

6.1 Recipients acknowledge that they are liable for any tax (if any) or taxes incurred on funding/assistance awarded or received.

6.2 Where funding/assistance is unavailable for any reason, the Promoter may substitute for that funding/assistance with another item of equal or higher value as determined by the Promoter at their discretion.

6.3 Funding/financial assistance relating to any physical goods are subject to any conditions imposed by the supplier or organiser of the goods, as applicable.

6.4 Funding/financial assistance is not transferable or exchangeable, nor can it be redeemed for cash unless specified by the Promoter. In the event for any reason a recipient does not take an element of funding/financial assistance at the time stipulated by the Promoter, then that element of the funding/financial assistance will be forfeited by the recipient and cash will not be supplied in lieu of that element of the funding/financial assistance.

6.5 If a recipient of funding/financial assistance is under the age of 18 years (where entry by persons under 18 is permitted), the Promoter may, at its discretion, award the funding/financial assistance to the recipient's parent or guardian and require that that person be accompanied by a parent or legal guardian while collecting or utilising the funding/financial assistance.

## **7. NOTIFICATION**

7.1 All successful applicant will be notified either:  
a) by telephone b) by email c) via social media

## **8. FUNDING/FINANCIAL ASSISTANCE COLLECTION**

8.1 All funding/financial assistance, unless otherwise specified, must be claimed in person from the Promoter, at Dignam Real Estate, 322 Princes Highway, Bulli within one (1) month from the date of notification. Photo identification will be required.

8.2 The Promoter will make attempts to contact recipients to ensure collection of their funding/financial assistance within the one (1) month period. Unclaimed funding/financial assistance (including physical goods) after a period of one (1) month will be treated as forfeited, and will be redistributed into the Community Before Commission funding pool.

8.3 If funding/financial assistance is granted in the form of physical goods and is sent via mail to the recipients nominated address, the Promoter shall not be responsible for any replacement or compensation if the goods are lost or is delayed in the post, for example, tickets arrive after the scheduled event. It is at the sole discretion of the Promoter whether or not to mail any goods. The Promoter will not be responsible for any costs incurred to transport the goods, or if the goods are damaged or destroyed during collection or transportation.

## **9. RELEASE AND INDEMNITY**

9.1 To the extent permitted by law, all applicants release, and indemnify the Promoter, its agencies, affiliates, sponsors and representatives against all liability, cost, loss or expense arising out of acceptance of any funding/financial assistance including (but not limited to) loss of income, loss of opportunity, personal injury or death and damage to property, whether direct or consequential, foreseeable, due to some negligent act or omission or otherwise.

9.2 Recipient(s) may, at the option of the Promoter, be required to sign a form of indemnity as a pre-condition of entitlement to the funding/financial assistance. If a recipient is under the age of 18, their parent/guardian will need to sign the indemnity and consent to the recipient's acceptance of the funding/financial assistance.

9.3 Failure to sign the releases and indemnities, as requested by The Promoter, will result in the entitlement to the funding/financial assistance being forfeited and the selection of another recipient.

## **10. DISQUALIFICATION**

10.1 The Promoter reserves the right, in its sole discretion, to disqualify any individual for:

- (a) Tampering with the application process, including exceeding the numbers of applications, or any other process as determined by the Promoter that in any way that affects the fairness in the selection of selected recipients;
- (b) Tampering with the operation of an application or any other website / forums associated with the Promotor and its affiliates;
- (c) Acting in violation of these Terms and Conditions; or
- (d) Acting in an unsportsmanlike, disrespectful, unsafe or disruptive manner.

10.2 If an applicant selected as a recipient is found to be in breach of these Terms and Conditions a new recipient may be selected and, in the event that the applicant in breach has been awarded funding/financial assistance, the applicant may be required to return the funding/financial assistance or reimburse the value of the funding/financial assistance to the Promoter.

## **11. SOCIAL MEDIA, PUBLICITY & PERSONAL INFORMATION**

11.1 Applications may be asked by the Promoter to participate in photo, recording and/or video session(s) and acknowledge that the Promoter has the right to use such publicity materials in any medium and in any reasonable manner it sees fit without compensation or notification. The Promoter reserves the right to share any images or text submitted by the entrant on its own social media pages.

11.2 The Promoter will not share any personal information provided by the applicants with any third parties without their consent.

## **12. FINAL DECISIONS**

12.1 All decisions and actions of the Promoter relating to the selection of funding recipients are exercised by the board of Community before Commission Committee Members and at their absolute discretion are final. No discussions or correspondence with applicants or any other person will be entered into.

12.2 A failure by the Promoter to enforce any one of these terms and conditions in any instance(s) will not give rise to any claim or right of action by any other person or applicant.