



## Metro Community Grants Terms & Conditions

1. These terms & conditions (**Terms**) apply to the Metro Community Grants Promotion (**Promotion**). The promoter of the Promotion is Metro Trains Melbourne (ACN 136 429 948) of Level 16, 700 Collins Street, Docklands VIC 3008 (**Promoter**).
2. The Terms must be read in conjunction with the Metro Community Grants Application Guidelines (**Guidelines**) which contain information on how to apply and grant details. The Guidelines define some of the terminology used in these Terms. Where there is any inconsistency between these Terms and the Guidelines, the Guidelines prevail. Participation in this Promotion is deemed acceptance of these Terms.
3. Application is open only to organisations who satisfy the eligibility requirements outlined in the Guidelines.
4. The Promotion will be conducted during a Promotion period outlined in the Guidelines.
5. The grant/s are specified in the Guidelines.
6. The total grant pool is specified in the Guidelines.
7. Any grant is valued in Australian dollars unless expressly stated to the contrary.
8. Applicants are advised that tax implications may arise from their grant winnings and they should seek independent financial advice prior to acceptance of their grant. The Promoter accepts no responsibility for any tax implications that may arise from accepting a grant. Applicants are responsible for any and all expenses that they incur in entering the Promotion and they will not be reimbursed regardless of whether or not they win the Promotion.
9. Applicants must follow the Guidelines during the Promotion period and complete the Application Form to apply for the Promotion. Failure to do so will result in an invalid application. The Promoter may not advise an Applicant if their application is deemed invalid.
10. The time of application will be deemed to be the time the Application is received by the Promoter.
11. Applicants may submit up to a maximum of one application per organisation per grant type. The two grant types are: (i) funds; and (ii) advertising space.
12. The Promoter accepts no responsibility for any late, lost, delayed, incomplete, incorrectly submitted, corrupted, illegible or misdirected applicants, claims or correspondence whether due to omission, error, alteration, tampering, deletion, theft, destruction, disruption to any communication network or medium, or otherwise including those applications not received by the Promoter for any reason. The Promoter is not liable for any consequences of user error including (without limitation) costs incurred. No correspondence will be entered into.
13. The grants will be awarded to the best applications as judged in accordance with the any criteria outlined in the Guidelines. The judges reserve the right to disqualify any applicant submitting an application which, in the opinion of the judges, includes objectionable content or does not meet the eligibility criteria outlined in the Guidelines. The judges' decision is final and no correspondence will be entered into.
14. Successful applicants must sign a funding agreement before grant funds will be paid or advertising collateral published.
15. In accepting the grant, successful applicants acknowledge and agree to any reporting requirements as outlined in the funding agreement. This may include, but is not limited to, a written report, case study, photographs and members of the successful applicant organisation taking part in a video and or interview.



16. Successful applicants consent to and allow publication of any reporting information, interview, video and photographs in full or in part at the discretion of Metro. Such video, interview and photographs may be published on the Metro website, various social media sites, and in internal Metro communications.
17. Successful applicants acknowledge and agree that all intellectual property rights including copyright and moral rights, in the work produced in connection with the video, interview and photographs in clause 16, are the property of Metro and Metro maintains all right title and interest in such works. In so far as successful applicants may have any right title or interest in such works, they hereby assign to Metro all right title and interest in such works (in consideration of being given the opportunity to enter the Promotion to win the grant) and waive any rights to enforce such against Metro.
18. Successful applicants will be notified in accordance with the Guidelines. The notification will include details about how each grant will be paid.
19. The Promoter takes no responsibility where it is unable to contact successful grant applicants who have not provided correct or complete contact details. If an applicant's contact details change during the Promotional period, it is the applicant's responsibility to notify the Promoter. A request to modify any application information should be directed to [grants@good2give.ngo](mailto:grants@good2give.ngo).
20. Each winner's name will be published in accordance with the Guidelines (if applicable).
21. To the greatest extent permitted by law, the Promoter excludes all warranties, representations or guarantees (Warranties) regarding the Promotion and any grants, including any Warranties which may have been made in the course of advertising or promoting the Promotion. By entering the Promotion, an applicant releases and indemnifies the Promoter (including the officers, employees and agents of each) from and against all actions, penalties, liabilities, claims or demands the applicant may have against the Promoter or that the Promoter may incur for any loss or damage which is or may be suffered or sustained as a direct or indirect result of an applicant applying or participating in the Promotion or winning or failing to win a grant, or using or permitting any other person or organisation to use the grant, except for any liability which cannot be excluded by law or which would cause any part of this clause to be void or unenforceable.
22. If despite the foregoing clause, the Promoter incurs a liability to an applicant under any law which implies a Warranty into these Terms which cannot legally be excluded, the Promoter's liability in respect of the Promotion is limited, in the Promoter's discretion, to the value of the grant.
23. Without limiting any of the foregoing, in no circumstances will the Promoter have any liability to an applicant for any loss or damage suffered which is indirect or consequential in nature, including without limitation any loss of profit, loss of reputation, loss of goodwill, or loss of business opportunity.
24. The Promoter may in its absolute discretion not accept a particular application, may disqualify an application, or cancel the entire Promotion at any time without giving reasons and without liability to any applicants. Without limiting this the Promoter reserves the right to verify the validity of applications, grant claims and applicants and to disqualify any applicant who submits an application or grant claim that is misleading or not in accordance with these Terms or who manipulates or tampers with the application process. In the event that a winner breaches these Terms, the winner will forfeit the grant in whole and no



substitute will be offered. Verification is at the discretion of the Promoter, whose decision is final. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights.

25. In the case of the intervention of any outside act, agent or event which prevents or significantly hinders the Promoter's ability to proceed with the Promotion on the dates and in the manner described in these Terms, the Promoter may in its absolute discretion cancel the Promotion and/or recommence it as it sees fit.
26. All applications become the property of the Promoter. As a condition of applying for the Promotion, applicants agree to assign all their rights in and to their application and any related content to the Promoter, including any copyright or other intellectual property rights in the application and related content, other than any advertising collateral provided in connection with an advertising grant application. In respect of advertising collateral provided in connection with an advertising grant application, the applicant grants to the Promoter a worldwide, irrevocable, non-exclusive, royalty-free, transferable and perpetual licence to use, reproduce, communicate, publish and adapt (including the right to sublicense) any advertising collateral for any purpose in connection with the Promotion, the Guidelines or these Terms. You warrant that applicant content (including any advertising collateral) is original, lawful and not misleading and that the Promoter's use or modification of such content will not infringe the rights of any third parties. The applicant agrees to indemnify the promoter against all claims and costs by third parties arising from a breach of the warranty set out in this condition. The Promoter has no obligation to credit you as the author of any content submitted and may otherwise do any acts or omissions which would otherwise constitute an infringement of any moral rights you may have as an author of content.
27. Applicants consent to the Promoter using the personal information provided in connection with the Promotion for the purposes of facilitating the conduct of the Promotion and awarding any grants, including to third parties involved in the Promotion and any relevant authorities. In addition to any use that may be outlined in the Promoter's Privacy Policy, each applicant consents to the Promoter using the personal information provide for the purposes of marketing, publicity, research and profiling, including sending electronic messages or telephoning the applicant.
28. The collection and disclosure of personal information provided in connection with the Promotion will be handled in accordance with the Promoter's Privacy statement which adheres to the *Privacy Act 1988* (Cth) and Australian Privacy Principles.
29. The Promoter has partnered with Goodstack Australia Pty Limited (ABN 91 640 424 228) to assist with administration of the program using Goodstack's Good2Give platform. Applicants may be contacted by Good2Give/Goodstack directly to acquire additional information, including but not limited to bank details. To learn more about how Good2Give manage your personal information, refer to Good2Give's privacy policy. <https://good2give.ngo/privacy-policy>
30. The Promotion and these Terms are governed by the law of the State or Victoria. Applicants accept the non-exclusive jurisdiction of courts and tribunals of the State of Victoria in connection with disputes concerning the Promotion.