

About this Application

By submitting this application form (**Application Form**), you (**you** or the **Applicant**) apply for a grant of funding from Racing and Wagering Western Australia's (**RWWA**) Racing WA Community Fund (**Grant**), on and subject to the terms set out in the Annexure (**Terms**).

Words and terms defined in the Terms have the same meanings when used in this Application Form.

Maximum grant amount

The maximum Grant amount per Applicant is \$5000, to be awarded at the sole and absolute discretion of RWWA in accordance with the Terms.

Application process

To apply for a Grant, you must complete this Application Form (which includes the Terms) and submit it via this platform (SmartyGrants).

Purpose of Grant Funding

The Racing WA Community Fund was established to serve as a driving force for positive change in areas linked to racing.

Through the fund, we will nurture and develop the connections between racing and the wider community by supporting programs and initiatives that align with our pillars of connection, wellbeing and sustainability.

Eligibility criteria

Eligibility

To be eligible to receive a Grant, you or your project must:

- be not for profit;
- specifically cater to animal or community related programs and activities;
- embrace the values of respect, accountability, connection, and excellence;
- align to the Racing WA Community Fund pillars (set out below);
- operate within a town connected to a thoroughbred, harness or greyhound race club in Western Australia*; and
- have a positive effect on local communities in rural and regional areas in Western Australia.

You will not be eligible to receive a Grant if you or your project is:

- primarily the responsibility of Government;
- related to a political organisation or candidate;
- of a religious or commercial nature;
- related to a mass appeal donation request; or

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- an individual fundraising drive (or similar).

Pillars

- 1.Connection: Programs and initiatives that enhance community wellbeing and quality of life.
- 2.Wellbeing: Programs and initiatives that enhance the wellbeing of people and/or animals.
- 3.Sustainability: Programs and initiatives that promote sustainability and minimise environmental impacts

This grant round accepts applications from organisations and community groups in the Goldfields-Esperance, South West and Great Southern regions.

Contact details

* indicates a required field

About applicant

Applicant *

Title First Name Last Name

If more than one applicant, please list other persons involved below.

Other applicants (if applicable)

please include all persons involved

Company or Business Name (if applicable)

Place of registration (if a business)

Applicant position/role within business and/or project *

ABN/ACN (if a business)

Address *

Address

Address Line 1, Suburb/Town, State/Province, and Postcode are required.

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Phone Number

Must be an Australian phone number.

Email *

Must be an email address.

Website

Must be a URL.

About the project

* indicates a required field

About the project

Project Title *

Which pillar of the Racing WA Community Fund does your project align to? *

- ☐ Connection
- ☐ Wellbeing
- ☐ Sustainability

Please select the region where your project is located: *

- ☐ Goldfields-Esperance
- ☐ Great Southern
- ☐ South West

Short project description *

What is the purpose of your project/program?

Project start date

Must be a date.

Project end date

Must be a date.

Total Project Cost *

\$

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Must be a dollar amount.

What is the total cost (dollars) of your project?

Grant amount requested *

\$

Must be a dollar amount.

How much are you applying for (max \$5000)

Project goals *

If you are successful in obtaining the Grant, how will you use the Grant to achieve your purpose?

Measures of Success *

How will you measure the success of your project/program?

Any other information

Please provide any additional information you find relevant to your application for this Grant

Terms and Conditions

* indicates a required field

Privacy

PRIVACY

By completing this Application Form, the Applicant consents to RWWA collecting the Applicant's personal information. RWWA will collect this information from the Applicant directly and may also collect additional personal information about the Applicant from third parties to assess this application. If the Applicant does not provide, or RWWA cannot otherwise collect, all the information RWWA requests, RWWA may not be able to assess the Applicant's application.

RWWA may share the Applicant's personal information with third parties for any purpose related to this Application Form or the Grant, including but not limited to:

- RWWA's related entities; and
- any other third parties and regulatory bodies including but not limited to agents, contractors and service providers (including for the purposes of marketing or promoting the Racing WA Community Fund and / or the inclusion on any register of Grant recipients maintained by RWWA).

The Applicant hereby consents to RWWA collecting and using the Applicant's personal information including the Applicant's contact details to send the Applicant (by telephone,

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email, SMS or mail) communications about the Grant, promotions and other events. The Applicant can opt out of these communications at any time by following the unsubscribe link in the message RWWA sends or by emailing community@rwwa.com.au.

RWWA's privacy policy, which is available at <https://www.rwwa.com.au/privacy-policy/> or by emailing community@rwwa.com.au, includes RWWA's contact details, explains more about the types of personal information RWWA usually collects and how RWWA handles personal information. It also sets out how the Applicant can seek access to, and correction of, its personal information, how to make a privacy complaint and how RWWA deals with these complaints.

Acknowledgement and agreement

By signing this Application Form, the Applicant acknowledges and agrees that:

- the Applicant has read and fully understands the Terms in their entirety and is bound by the Terms, and that this application is subject to the Terms;
- the information in this Application Form and any attachments are true and correct; and

This agreement comprises this Application Form and the Terms. By signing this Application Form, the Applicant acknowledges and agrees that it has read and fully understands the Terms in their entirety and that the Applicant is bound by them.

Annexure - Terms

1. Definitions and Interpretation

- In this document:

Agreement means the Application Form and these Terms.

Applicant means a person or persons who submit an Application Form to RWWA.

Application Form means the application form to which these Terms are annexed.

Business Day means a day that is not a Saturday, Sunday or public holiday in Western Australia.

Claim means a demand, action or proceeding of any nature whether actual or threatened.

Conditions means the conditions, if any, specified by RWWA with which the Applicant must comply before being entitled to payment of the Grant.

Consequential Loss means any loss of revenue, loss of goodwill, loss of customers, loss of capital, downtime costs, loss of profit, loss of or damage to reputation, loss under or in relation to any other contract, loss of anticipated savings or benefits, or any indirect, consequential or special loss, damage, cost or expense or other Claim for consequential compensation.

Corporations Act means *the Corporations Act 2001* (Cth).

Expenditure Report means a report generated by the Applicant explaining how and when the Grant was expended in relation to the Purpose.

Grant has the meaning given to that term in the Application Form.

GST means the goods and services tax payable under *the A New Tax System (Goods and Services Tax) Act 1999* (Cth) and related legislation.

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Intellectual Property Rights means all intellectual property rights, whether or not they are registered or capable of being registered, including the following rights:

- patents, copyright, rights in circuit layouts, designs, trade and service marks (including goodwill in those marks), domain names and trade names and any right to have confidential information kept confidential;
- any application or right to apply for registration of any of the rights referred to in paragraph (i); and
- all rights of a similar nature to any of the rights in paragraphs (i) and (ii) that may subsist anywhere in the world (including Australia).

Law means any statute, regulation, by law, ordinance or subordinate legislation in force from time to time, the common law and equity as applicable from time to time and any applicable industry codes of conduct or codes of practice.

Loss means any liability, loss, cost (including legal costs on a solicitor and own client basis, whether incurred by or awarded against the relevant party), expense, damage or charge, and including Consequential Loss or any such cost, expense, penalty, fine, loss, damage, charge or liability that is incurred in connection with a Claim, including the defence or settlement of that Claim.

Personal Information has the meaning given to that term in the *Privacy Act 1988* (Cth).

Purpose has the meaning given to that term in the Application Form.

Related Body Corporate has the meaning given to it in section 50 of the Corporations Act.

RWWA means Racing and Wagering Western Australia ABN 21 347 055 603.

RWWA IP means any Intellectual Property Rights made available by RWWA to the Applicant for the purposes of this Agreement, including any trade marks (whether registered, unregistered or the subject of an application for registration) owned by RWWA.

Status Report means a report from the Applicant explaining the progress made by the Applicant in planning for the achievement of the Purpose and the steps taken and to be taken to ensure that the Purpose is achieved in a timely and professional manner and in compliance with this Agreement.

Terms means these terms and conditions.

- Words and terms defined in the Application Form shall have the same meanings when used in these Terms.
- A reference to time is to local time in Perth, Western Australia, unless a different time (or time zone) is specified.
- Headings are for ease of reference only and do not affect interpretation.²

APPLICATION FOR GRANT

- Grants will be allocated by means of an application and assessment process managed by RWWA in its sole and absolute discretion. In assessing applications for Grants, RWWA will have regard to the eligibility criteria set out in the Application Form.
- Applications for Grants must be submitted within the outlined timeline, and submitted within SmartyGrants.
- must include a completed Application Form including all required fields and addressing all assessment criteria.
- RWWA may require in writing any further information and documents from any Applicant that RWWA determines is necessary for the purposes of RWWA's assessment of that Applicant, or that Applicant's application for a Grant.
- Incomplete applications (including any applications where the Applicant has failed to respond to a request for further information from the RWWA under clause 2(c)) will be invalid and will not be considered.

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- By submitting an application for a Grant, the Applicant acknowledges they have read these Terms and agrees to be bound by them.
- The Applicant acknowledges and agrees that it is not entitled to receive, and RWWA is not obliged to provide, any Grant to the Applicant, other than where RWWA has notified the Applicant that its application for a Grant has been successful under clause 3(a).3.

PAYMENT OF GRANT

- RWWA will use best endeavours to notify the Applicant of whether its application for a Grant has been successful within 30 days of the Closing Date.
- If RWWA notifies the Applicant that its application for a Grant is successful

(Notice):

- RWWA is not obliged to pay any part of the Grant to the Applicant until the Applicant has satisfied the Conditions (if any) to RWWA's reasonable satisfaction;
- within 14 days of receipt of the Notice, the Applicant must submit a valid tax invoice for the Grant amount to RWWA; and

subject to the Applicant complying with its obligations under this document, RWWA will pay the Grant amount to the Applicant within 14 days of receipt of a valid tax invoice from the Applicant by way of electronic funds transfer to an account nominated in writing by the Applicant.

1.APPLICANT OBLIGATIONS

If the Applicant is awarded a Grant by RWWA, the Applicant must:

- ensure that the Grant is applied only to the achievement of the Purpose;
- comply with all laws and obtain, hold and comply with all necessary permissions, permits and approvals, including rights and licenses, from any private third parties and from local, State or Commonwealth authorities required to manage, conduct and/or promote the Purpose;
- promptly give written notice to RWWA of any notice, advice or other communication received by the Applicant or on its behalf which may adversely affect the management, conduct, promotion or the financial viability of the Purpose;
- not do or omit to do anything or become involved in any situation which brings RWWA into public disrepute, contempt, scandal or ridicule; and
- within 7 days of a request from RWWA, deliver a Status Report or an Expenditure Report to RWWA in a form satisfactory to RWWA.

1.DEFAULT

If the Applicant commits a material breach of these Terms, RWWA may:

- withdraw the Grant (if the Grant has not been paid to the Applicant); or
- require the Applicant to return the Grant to RWWA (in which case the Applicant must return the Grant to RWWA within 7 days of the date of RWWA's request).

1.OWNERSHIP OF IP

- The Applicant must obtain the prior written approval of RWWA before using the RWWA IP and in using the RWWA IP, the Applicant must:
 - comply with all reasonable directions of RWWA and any brand guidelines notified to the Applicant;
 - preserve the value and validity of the RWWA IP; and
 - not use the RWWA IP for any unlawful purpose.
- The Applicant agrees and acknowledges that:
 - RWWA or its relevant third party licensor owns all Intellectual Property Rights in the RWWA IP, including the goodwill attaching to it; and

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- RWWA does not grant to the Applicant any right or licence to the RWWA IP.
- This clause 6 survives the termination of this Agreement.

2.PROMOTION

RWWA may, in its sole and absolute discretion, market and promote the Racing WA Community Fund and the Applicant's participation in it.

1.CONFIDENTIALITY

- The Applicant acknowledges that all information provided by RWWA in relation to the Grant is confidential and the Applicant must not use, copy, modify or disclose such information to any third party (or permit others to do so) without RWWA's prior written consent.
- The provisions of this clause 8 shall not apply to information which:
 - is or comes into the public domain through no fault of the Applicant; or
 - is required by law, by court or governmental order to be disclosed provided that, to the extent permitted by law, prior to any disclosure, the Applicant notifies RWWA and, at RWWA's request and cost, assists RWWA in opposing any such disclosure.
- The Applicant must not, directly or indirectly, disclose any information, make or publish any statement or photograph or do any other thing (whether physically, electronically, verbally, in writing, online or offline) which may disparage, harm, prejudice or adversely affect RWWA or bring embarrassment and/or disrepute to RWWA in any manner whatsoever, as determined by RWWA in its sole discretion.

2.PRIVACY

The Personal Information that RWWA collects or has access to in connection with this Agreement (including any Personal Information provided by the Applicant) will be collected, stored, disclosed and used in accordance with the Privacy Policy found at <https://www.rwwa.com.au/privacy-policy/>. The Applicant expressly agrees to the terms and conditions of the Privacy Policy of RWWA as published from time to time. This may include disclosing such Personal Information to a Related Body Corporate of RWWA and other third parties and regulatory bodies. The Applicant consents to RWWA collecting and using its Personal Information for promotional purposes and expressly agrees to the secondary disclosure of the Applicant's identity for any purpose related to the Grant, including but not limited to marketing or promotion of the Racing WA Community Fund and inclusion on any register of Grant recipients maintained by RWWA.

1.LIMITATION OF LIABILITY

Except for any liability that cannot by Law be excluded, RWWA (including its officers, employees and agents) excludes all liability (including negligence) for any Loss arising in any way out of, or in relation to, the Grant, the conduct, promotion or marketing of the Racing WA Community Fund or this Agreement, including but not limited to:

- any application that is rejected, late, lost, altered, damaged or misdirected (whether or not after their receipt by RWWA) due to any reason beyond the reasonable control of RWWA;
- the application assessment process;
- any variation in the Grant amount to that stated in the Application Form; and
- any tax liability incurred by the Applicant.

1.GST

- Unless expressly included, the consideration for any supply under or in connection with this Agreement does not include GST.
- To the extent that any supply made under or in connection with this Agreement is a taxable supply, the recipient must pay, in addition to the consideration to be

provided under this Agreement for that supply (unless it expressly includes GST) an amount (additional amount) equal to the amount of that consideration (or its GST exclusive market value) multiplied by the rate at which GST is imposed in respect of that supply. The recipient must pay the additional amount at the same time as the consideration to which it is referable provided that the supplier gives the recipient a tax invoice for the supply.

- If a party is entitled under this Agreement to be reimbursed or indemnified by another party for a cost or expense incurred in connection with this Agreement, the reimbursement or indemnity payment must not include any GST component of the cost or expense for which any input tax credit may be claimed by the party being reimbursed or indemnified, or by its representative member.

2. GENERAL MATTERS

- RWWA will not reimburse any expenses incurred by the Applicant in relation to its application for a Grant.
- All currency amounts quoted are in Australian dollars (\$AUD).
- Nothing in this Agreement creates a joint venture, agency, partnership or common enterprise between RWWA and the Applicant.
- A notice, demand, consent, approval or communication under this Agreement (**Notice**) must be:
 - in writing, in English and signed by a person duly authorised by the sender; and
 - hand delivered or sent by prepaid post or email to the recipient's address for Notices specified in the Application Form, as varied by any Notice given by the recipient to the sender.
- A Notice given in accordance with clause 12(d) takes effect when taken to be received (or at a later time specified in it), and is taken to be received:
 - if hand delivered, on delivery;
 - if sent by prepaid post, the sixth Business Day after the date of posting (or the tenth Business Day after the date of posting if posted to or from a place outside Australia); or
 - if sent by email, when sent by the sender unless the sender receives a delivery failure notification indicating that the email has not been delivered to the addressee,

but if the delivery, receipt or transmission is not on a Business Day or is after 5.00pm on a Business Day, the Notice is taken to be received at 9.00am on the next Business Day.

- These Terms and the Application Form contain the entire agreement between RWWA and the Applicant with respect to the subject matter and supersede all earlier conduct and communications by the parties with respect to its subject matter.
- This Agreement may be executed in counterparts. All executed counterparts constitute one document.
- A party may sign electronically a soft copy of this Agreement, and bind itself accordingly. This will satisfy any statutory or other requirements for this Agreement to be in writing and signed by that party. The parties intend that:
 - any soft copy so signed will constitute an executed original counterpart, and any printout of the copy with the relevant signatures appearing will also constitute an executed original counterpart; and
 - where a party prints out this Agreement after all parties that are signing electronically have done so, the first print-out by that party after all signatories who are signing electronically will also be an executed original counterpart of this Agreement. Each signatory confirms that their signature appearing in the Agreement, including any such print-out (irrespective of which party printed it), is their personal signature authenticating it.

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- Part or all of a provision of this agreement that is illegal or unenforceable may be severed from this agreement and the remaining parts of the provision or provisions of this Agreement continue in force.
- Any term by its nature intended to survive termination of this agreement.
- This Agreement is governed by the law of Western Australia and each party irrevocably and unconditionally submits to the exclusive jurisdiction of the Courts of Western Australia.

Terms and Conditions *

- ☐ I have read and accept the Terms and Conditions