

Changing Our Game

Advancing Gender Equality in Sport for Women and Girls: Female Participation in Sport

Terms and Conditions

These terms and conditions (Terms and Conditions) apply to

The Changing Our Game Participation Initiative (Participation Initiative) Advancing Gender Equality in Sport for Women and Girls: Female Participation in Sport is an integrated funding round which includes two eligible participation streams (Stream):

- i) New Funding Stream
- ii) Changing the Game Extension Funding Stream (CTG Extension Funding Stream) see clause 4, 11 and 12

The allocation of \$3.6M total funding pool will be considered from SSAs/NSOs who propose (i) New Funding alongside applications from any of the six (ii) CTG Extension Funding Recipients to extend the reach of existing CTG programs/products.

VicHealth has a legislative mandate to allocate at least 30% of its appropriation to sports organisations. Applications will only be accepted from sports organisations that conducts sport participation opportunities as one of their primary functions.

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 any promotional and/or marketing materials and these Terms and Conditions, these Terms and Conditions take precedence.

The Participation Initiative eligibility requirements:

1. The Participation Initiative is administered by VicHealth in accordance with these Terms and Conditions.
2. The Participation Initiative commences on Friday 3 February 2017 and all Applications must be received by VicHealth by 2:00 PM Eastern Standard Time on the closing date of Friday 10 March 2017. Late entries will not be accepted.
3. The Participation Initiative will operate on the Participation Initiative Funding Webpage. By participating in the Participation Initiative, 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 www.vichealth.vic.gov.au/terms-of-use
4. Only current CTG Funding Recipients can apply under CTG Extension Funding Stream OR the New Funding Stream.
 - a) Current CTG funding recipients can apply to extend existing programs/ products or;

- b) Create a new opportunity.

CTG Funding Recipients cannot apply for both streams of funding.

5. VicHealth will not fund an organisation where:
 - a) the sporting organisation will conduct activities outside Victoria; and/or
 - b) the sporting organisation engages in a sport where the intention is to deliberately injure or inflict harm on another individual (e.g. Boxing, Mixed Martial Arts)
 - c) the sporting organisation is a professional sporting body, elite sporting teams, sports clubs
6. You agree to pay Your own costs in relation to this Participation Initiative, including but not limited by:
 - a) applying for this Participation Initiative;
 - b) attending Participation Initiative Workshop (Workshop);
 - c) completing the Application;
 - d) developing any Application Material;
 - e) executing a standard funding agreement;
 - f) attending to any other matter in relation to the Participation Initiative;
 - g) complying with these Terms and Conditions and Funding Guidelines for:
 - i. New Funding Stream or;
 - ii. CTG Extension Funding Stream.

Application steps for the Participation Initiative

7. There are 3 steps in the Application process
 - a) Step 1 – Entry in to the Participation Initiative and provision of an Application;
 - b) Step 2 – Optional attendance at a VicHealth’s Advancing Gender Equality in Sport for Women and Girls: Female Participation in Sport Program workshop (but highly recommended)
 - c) Step 3 – Submit a completed Application form.

Step 1 – Entry in to the Participation Initiative and provision of an Application;

8. In order to participate in the Participation Initiative, You are required to complete the relevant Application form and submit to VicHealth as indicated on the on the Funding Webpage

The Participation Initiative has two eligible Streams to apply with (ii) CTG Extension Funding Stream relevant for only CTG Funding Recipients as subject to clause 4.

New Funding Stream

9. The New Funding Stream is open to State Sporting Association (under the classification provided by [Sport and Recreation Victoria](#)) and National Sporting Organisation (under the classification provided by the [Australian Sports Commission](#))
10. In order to participate in the New Funding Stream, You are required to complete the Application available via the VicHealth application portal on the Funding Webpage and provide (amongst other information) Your organisation name, key contact names, direct email addresses and contact numbers.

CTG Extension Funding Stream

11. Only the six CTG Funding Recipients currently funded under VicHealth Changing the Game Program are eligible to apply under the CTG Extension Funding Stream.
12. Eligible CTG Extension Funding Stream applicants are:
 - AFL Victoria for AFL Active
 - Tennis Australia in partnership with Tennis Victoria for Get Into Cardio Tennis
 - Netball Victoria for Rock Up Netball
 - Cycling Victoria for Social Spin
 - Gymnastics Victoria for Move My Way
 - Surfing Victoria for Coasting

Further information about the CTG Funding Recipients can be located at <https://www.vichealth.vic.gov.au/programs-and-projects/increasing-female-participation-in-sport-initiative>

13. In order to participate in the CTG Extension Funding Stream, You are required to complete the Application form sent to You via an email from VicHealth and provide (amongst other information) Your organization name, key contact names, direct email address and contact numbers.

Step 2 – Attend a VicHealth’s Advancing Gender Equality in Sport for Women and Girls: Female Participation in Sport Program workshop

14. There are two opportunities to attend a workshop (You will only need to attend one) attendance optional but is strongly encouraged to enable your sport to be best prepared to apply for the program.
 - a) 13 January, 1:00-5:00PM - Workshop 1 <https://changing-our-game-participation-workshop-1.eventbrite.com.au>
 - b) 14 January, 1:00-5:00PM -Workshop 2 <https://changing-our-game-participation-workshop-2.eventbrite.com.au>

Step 3 Submit a completed Application form.

15. In accordance with Clause 10 and 13 of your chosen Stream, your Application needs to address the Selection Criteria of your relevant Stream.

New Funding Stream Selection Criteria

16. All valid New Funding Stream Applications will be assessed by VicHealth and a panel of experts against Selection Criteria outlined in clause 18 and 19.
17. In assessing the Applications, VicHealth may:
 - a) consider any Application, including any Application Material, or any other matter; and
 - b) place any weight on the Selection Criteria as it sees fit.
18. New Funding Stream Selection Criteria

Criteria	Create New Participation Opportunities demonstrated by:
Participation Reach	<ul style="list-style-type: none"> • A new participation opportunity that is tailored to meet the needs of one of the 4 female segments (with a focus on less active females) • Big impact in participation numbers (and growth potential) • Has a strong focus on engaging women and girls experiencing inequality e.g. Aboriginal females, females living in low SEIFA areas, females with a disability etc • Opportunities for VicHealth as a premium partner within the naming, branding and promotion of new product/program/competition etc • Clear plan to communicate and promote the new participation opportunities to the audience
Organisation and partner attributes	<ul style="list-style-type: none"> • Demonstrated SSA/NSO readiness, capacity, expertise and skills to deliver the new participation opportunity • Strong partnerships between SSA/NSO and other key stakeholders and partners to enable success • Clear rationale for the participation opportunity that strongly aligns with SSA and NSO strategy • Appropriate budget is outlined to deliver the participation opportunity
Organisational leadership in Gender Equality	<ul style="list-style-type: none"> • Organisational leadership to increase the number of females in leadership roles by 2020 • Commitment to increase the profile of women’s sport and increase positive attitudes towards gender equality in sport

Legacy	<ul style="list-style-type: none"> • Big impact in participation numbers and growth potential (beyond the funding period)
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19. Further information about the New Funding Stream and Selection Criteria can be found in the New Funding Stream Guidelines
<https://www.vichealth.vic.gov.au/~media/FundingOpportunities/AdvancingGenderEquality/Participation/Guidelines.pdf>
20. Applications must be submitted by email to physicalactivity@vichealth.vic.gov.au and must be received by Friday 10 March 2017 on 14:00 Eastern Standard Time. Late entries will not be accepted.

CTG Extension Funding Stream Selection Criteria

21. Valid applications submitted under the CTG Extension Funding Stream will be assessed by VicHealth and a panel of experts against the Selection Criteria outlined in clause 23 and 24.
22. In assessing the Applications, VicHealth may:
- a) consider any Application, including any Application Material, or any other matter; and
 - b) place any weight on the Changing the Game Extension Selection Criteria as it sees fit.
23. CTG Extension Funding Stream Selection Criteria

Criteria	CTG Extension demonstrated by:
Participation Reach	<ul style="list-style-type: none"> • An existing CTG participation opportunity is tailored to meet the needs of one of the 4 female segments (with a focus on less active females) • Big impact in participation numbers (and growth potential) • Has a strong focus on engaging women and girls experiencing inequality e.g. Aboriginal females, females living in low SEIFA areas, females with a disability etc. • Opportunities for VicHealth as a premium partner within the naming, branding and promotion of the CTG product/program • Clear plan to communicate and promote the CTG program/product to the new segment audience
Organisation and partner attributes	<ul style="list-style-type: none"> • Demonstrated SSA/NSO readiness, capacity, expertise and skills to expand and scale the CTG program/product • Strong partnerships between SSA/NSO and other key stakeholders and partners to enable success

	<ul style="list-style-type: none"> • Clear rationale to extend the reach and scale of the CTG program/product that strongly aligns with SSA and NSO strategy • Appropriate budget is outlined to expand the reach and scale of the CTG product/program
Organisational leadership in Gender Equality	<ul style="list-style-type: none"> • Organisational leadership to increase the number of females in leadership roles by 2020 • Commitment to increase the profile of women's sport and increase positive attitudes towards gender equality in sport
Legacy	<ul style="list-style-type: none"> • Big impact in participation numbers and growth potential (beyond the funding period)

24. More information about the CTG Extension Funding Stream and Selection Criteria can be found in the CTG Extension Funding Stream Guidelines
<https://www.vichealth.vic.gov.au/~media/FundingOpportunities/AdvancingGenderEquality/Extension/Guidelines.pdf>
25. Applications must be emailed to physicalactivity@vichealth.vic.gov.au and be received by Friday 10 March 2017 on 14:00 Eastern Standard Time. Late entries will not be accepted.

Stages of assessment

26. Both Funding Streams applying under the Participation Initiative will be subjected to the same stages of assessment and timelines.
27. Stage 1 – VicHealth representatives and external technical expert/s will review and shortlist applications against the relevant selection criteria.
28. Stage 2 – Shortlisted SSAs/NSOs may be required to be interviewed (phone or face to face) to clarify any points or questions raised by the shortlisting group. An appropriate representative/s of your organisation will need to be available for an interview on 23 March 2017 between 12:30 - 5pm. Please ensure your organisation is available on this date.
29. Stage 3 – A panel of experts representing VicHealth, the sport, communications and health promotion sector (the Assessment Panel) will assess shortlisted Applications and will meet to make recommendations for the allocation of funding.
30. Stage 4 – Organisations will be advised by email of the outcome of their application in late May.
31. VicHealth will make a final funding decision based on the best mix of applications to achieve the greatest impact in delivering on the program outcomes.

Notification

32. VicHealth will notify Organisations who did not qualify for shortlisting via email around early April 2017.
33. Shortlisted applicants who were unsuccessful in obtaining funding under the Participation Initiative will be notified via email around late May 2017.

Announcement

34. VicHealth will announce the Successful Organisations on the Initiative Webpage and will notify each Successful Organisation in June /July 2017.

Provision of grant to Successful Organisation/s of the Initiative

35. If You are a Successful Organisation, VicHealth will provide You with a grant to be used towards implementing the Participation Initiative in accordance with these Terms and Conditions.
36. Any decision by VicHealth to select a Successful Organisation or the grant amount to be provided to a Successful Organisation will be at the sole discretion of VicHealth.
37. If You are a Successful Organisation, the provision of the grant is subject to You agreeing to enter in to a Standard Funding Agreement with VicHealth, the terms and conditions of which will be determined by VicHealth.

VicHealth's decisions are final

38. For the avoidance of doubt, any decision by VicHealth on any matter in relation to the Participation Initiative is final and is not subject to review. This includes a decision by VicHealth to:
 - a) Accept an Application;
 - b) Determine which organisation will be a Successful Organisation or the number of Successful Organisations; or
 - c) Determine the amount of any grant.
39. You acknowledge and agree that VicHealth is under no obligation to discuss or provide feedback to You in relation to an Application You have submitted.
40. You also acknowledge and accept that VicHealth will not enter in to any correspondence with You unless You are a Successful Organisation
41. If there is a change to Your contact information, You must notify VicHealth as soon as reasonably practicable following that change and give VicHealth the relevant details of that change.

Tobacco Products and Promotion

42. You acknowledge that VicHealth is established under the Tobacco Act 1987 (Vic) and it has certain objectives and functions set by that Act.
43. You will not endorse, promote, sponsor or otherwise be affiliated with tobacco, smoking or tobacco

related products in relation to any activity that You undertake in connection with the Grant Funding.

44. You must not receive any funding, sponsorship or any other kind of endorsement from any person or organisation involved in or affiliated with the production, manufacture or marketing of tobacco, smoking or tobacco related products.

Warranties

45. By participating in this Participation Initiative, You represent and warrant that:
 - a) You have obtained all rights, licences, and permissions necessary, in writing, from any person who may have helped create Your Application and any Application Materials submitted as part of this Participation Initiative; and
 - b) Your Application and any Application Materials submitted as part of this Participation Initiative 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 program, 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 trademarks, 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 Program 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 Application and/or any Application Materials 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;
 - 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

46. VicHealth reserves the right to remove or reject from the Participation Initiative (including from the Participation Initiative Webpage) an organisation that has entered the Participation Initiative if:
- a) VicHealth decides not to shortlist the organisation's Application following an assessment of the Application against the Selection Criteria;
 - b) the organisation's Application or Application Material is illegible, incomplete or fraudulent or does not comply with these Terms and Conditions;
 - c) the organisation has breached these Terms and Conditions or VicHealth suspects that the organisation has breached these Terms and Conditions;
 - d) VicHealth receives a complaint about the organisation from a third party in relation to an Application, Application Materials or any matter relating to this Participation Initiative;
 - e) the organisation has tampered with the operation of the Participation Initiative, has engaged in cheating, hacking, deception or any other unfair practices such as intending to annoy, abuse, threaten or harass any other organisations or VicHealth and/or any of its agents or representatives, or VicHealth

- suspects, on reasonable grounds, that it has done so;
- 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; or
- g) VicHealth otherwise thinks it is appropriate to do so.

Intellectual Property

47. Subject to clauses 47 to 49, You will retain all copyright and any other intellectual property rights in the Application and any Application Materials developed by You pursuant to this Participation Initiative.
48. By submitting an Application and any Application Materials as part of the Participation Initiative, 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 and any Application Materials for the purpose of evaluating the Application and any Application Materials, 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 any Application Materials on a website (including the VicHealth Website and/or Participation Initiative Webpage), social media or other digital media.
49. You hereby represent and warrant that You have all permissions necessary to grant the rights provided for in clause 47 and that any use of such Application including any Application Materials 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.
50. By participating in the Participation Initiative, You accept and agree that You waive any moral rights You may have in relation to Your Application and any Application Materials You submit, and that VicHealth may use any names, photographs or video footage featured in the Application and/or Application Materials in its publicity materials without any obligation for VicHealth to provide acknowledgment, payment or other compensation to You. This includes making such names and photographs available on the VicHealth Website, the Participation Initiative Webpage and other advertising and promotional materials.

Confidentiality

51. Confidential Information disclosed by VicHealth to You during the Participation Initiative must only be used for the express purpose for which it was disclosed. You agree to keep in strict confidence all technical or commercial know-how, specifications, inventions, processes or Programs which are of a confidential nature and have been disclosed by VicHealth to You. You must not, without the prior written consent of VicHealth, use or disclose the Confidential Information, or permit such Confidential Information to be used or disclosed by any third party, except:
- where it is necessary for the purposes of the Participation Initiative;
 - where You have obtained the prior written permission from VicHealth;
 - to Your officer's agents, professional advisers, employees, contractors and insurers, subject to those persons first being bound by confidentiality obligations in relation to that Confidential Information.

Privacy

52. In administering this Participation Initiative, VicHealth will collect personal information, including without limitation, the names and contact details of persons applying for Funding.
53. Any personal information collected by VicHealth in administering the Participation Initiative will be managed in accordance with the Information Privacy Principles (IPP's), the Privacy and Data Protection Act 2014 (Vic), and VicHealth's Privacy Statement which is available at www.vichealth.vic.gov.au/privacy
54. You acknowledge and accept that personal information will be shared with VicHealth's employees, agents and subcontractors to the extent necessary for the Participation Initiative to be delivered and for VicHealth's promotional purposes.

Indemnity

55. By participating in this Participation Initiative, 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 Participation Initiative including without limitation:
- any breach of these Terms and Conditions or the terms and conditions on the VicHealth Website;
 - any warranty given by You under these Terms and Conditions being incorrect or misleading in any way;
 - any breach of confidentiality or breach of privacy by You;

- any infringement of a third party's intellectual property rights;
- any defamatory statement;
- any unlawful activity;
- any negligent act or failure to act by You; or
- anything else which causes loss, liability, or injury.

Modification, cancellation or suspension of this Participation Initiative

56. VicHealth reserves the right, at any time and in its sole discretion, to:
- alter the structure and/or timing of the Participation Initiative;
 - vary or extend any time or date specified in these Terms and Conditions;
 - require additional information or clarification from and organisation submitting an Application;
 - modify, cancel, terminate or suspend this Program in whole or in part; 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 51.
57. If VicHealth exercises any of its rights outlined in clause 51, VicHealth will notify You in writing.

Disclaimer

58. VicHealth is not responsible and disclaims all liability for any condition, circumstances, losses, failures or delays caused by events beyond its control.
59. 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 Participation Initiative including without limitation:
- 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 Participation Initiative;
 - any lost, damaged, defaced, incomplete, illegible or otherwise unreadable Application or Application Material;
 - any unauthorised access to, or theft, destruction or alteration of, any Application or Application Material at any point in the operation of this Participation Initiative;
 - 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:

- i. Your submission of an Application, Application Material or other submission; or
 - ii. VicHealth's use or disclosure of Applications, Application Material or other submission in accordance with these Terms and Conditions; or
- e) any defamatory statement; or
 - f) any unlawful activity by any person; or
 - g) any breach by You of any third party terms and conditions;
 - h) any breach of these Terms and Conditions by You or any misleading warranty provided by You; or
 - i) anything else which causes loss, liability, or injury.
60. By participating in this Participation Initiative, 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.

Governing Law

61. 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 non-exclusive jurisdiction of the courts of Victoria. You waive any right to object to any proceedings being brought in those courts

Definitions

“Application” means the application form made by an organisation to participate in the Participation Initiative;

“Application Material” means all material including but not limited to; photos, sketches, diagrams documents, equipment, software (including source code and object code), goods, information and data stored by any means including all copies and extracts of the same and other tangible and intangible works created by You pursuant to Your Application and implementation of the Project;

“Funding or Funds” means the amount of funding provided by VicHealth to Successful Organisations to deliver the Grant.

“CTG Funding Recipients” means organisations currently funded under VicHealth Changing the Game Program which include:

- AFL Victoria for AFL Active
- Tennis Australia in partnership with Tennis Victoria for Get Into Cardio Tennis
- Netball Victoria for Rock Up Netball
- Cycling Victoria for Social Spin
- Gymnastics Victoria for Move My Way
- Surfing Victoria for Coasting

“Funding Webpage” means the webpage for Changing Our Game: Advancing Gender Equality in Sport for Women and Girls: *Female Participation in Sport* which is administered by VicHealth at www.vichealth.vic.gov.au/funding/advancing-gender-equality/participation

“Guidelines New Funding Stream” means the VicHealth The Changing Our Game: Advancing Gender Equality in Sport for Women and Girls: Female Participation in Sport Guidelines at <https://www.vichealth.vic.gov.au/~media/FundingOpportunities/AdvancingGenderEquality/Participation/Guidelines.pdf>

“Guidelines CTG Extension Funding Stream” means the VicHealth The Changing Our Game: Advancing Gender Equality in Sport for Women and Girls: Female Participation in Sport Guidelines at <https://www.vichealth.vic.gov.au/~media/FundingOpportunities/AdvancingGenderEquality/Extension/Guidelines.pdf>

Participation Initiative means Changing Our Game: Advancing Gender Equality in Sport for Women and Girls: *Female Participation in Sport* which includes the two participation Streams

“Participation Initiative Webpage” means the webpage on the VicHealth Website www.vichealth.vic.gov.au/advancinggenderequality

“Selection Criteria” means the selection criteria set out in clause 18, 19 and 23, 24;

“Sporting Organisation” means the collective term for eligible State Sporting Association (under the classification provided by [Sport and Recreation Victoria](#)) and National Sporting Organisation (under the classification provided by the [Australian Sports Commission](#))

“Standard Funding Agreement” means a funding agreement between VicHealth and a Successful Organisation for the provision of a grant to implement the Successful Organisation’s Participation Initiative;

“Stream” means the two participation streams: i) New participation Stream ii) CTG Extension Funding Stream

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

“Workshop” means an opportunity to discuss in more detail The Changing Our Game: Advancing Gender Equality in Sport for Women and Girls: *Female Participation in Sport Participation Initiative*

“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 ;

“You, Your” means the organisation who has submitted an Application