

## VicHealth Walk to School 2015 Grant Funding

### Terms and Conditions

These terms and conditions (Terms and Conditions) apply to the Walk to School 2015 Grant Funding (Grant Funding), which is being administered by the Victorian Health Promotion Foundation.

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 Grant Funding and eligibility requirements

1. The Grant Funding is administered by VicHealth in accordance with these Terms and Conditions.
2. The Grant Funding commences on Thursday 7 May 2015 and all Applications must be received by VicHealth by 12:00 hours Eastern Standard Time on the closing date of Friday 5 June 2015.
3. The Grant Funding will operate on the Funding Webpage. By participating in this Grant Funding, 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](http://www.vichealth.vic.gov.au/terms-of-use)

#### Eligibility to apply for Funding

4. VicHealth provides Funding to Victorian local councils to undertake the following:
  - a) Promote Walk to School to the local community and encourage primary schools to register to participate
  - b) Run local Walk to School engagement activities with participating schools throughout October 2015
  - c) Deliver local initiatives to support ongoing active travel by primary school-aged children.
5. More information about the Grant Funding objectives and Assessment Criteria can be found in the Funding Guidelines at [www.vichealth.vic.gov.au/walktoschool](http://www.vichealth.vic.gov.au/walktoschool)
6. VicHealth will not Fund an organisation if:
  - a) the organisation operates outside Victoria; and/or
  - b) the organisation is not classified as a Local Government Authority; and/or
  - c) the organisation is a recipient of financial support from tobacco companies.

#### Submitting an Application

7. To participate in the Grant Funding, You must complete the online Application and submit a Project Plan. Applications can be found and downloaded at [www.vichealth.vic.gov.au/walktoschool](http://www.vichealth.vic.gov.au/walktoschool). The Project

Plan template can be found and downloaded at [www.vichealth.vic.gov.au/walktoschool](http://www.vichealth.vic.gov.au/walktoschool). You may participate in the Grant Funding at any time between Thursday 7 May 2015 and the closing date at 12:00 hours Eastern Standard Time on Friday 5 June 2015. Late entries will not be accepted.

8. VicHealth will not accept Applications by email, post, facsimile or any other method that does not involve completing and submitting an online Application and Project Plan in accordance with clause 7 above.
9. By submitting an Application You warrant that You are an authorised representative with the authority to bind Your organisation to these Terms and Conditions.
10. As part of the Application, You are required to provide VicHealth with Your ABN and GST registration status. You are required to notify VicHealth if Your GST status changes at any stage of the Grant Funding.
11. As part of the Application process, You are required to provide VicHealth with complete and accurate organisation bank details to enable VicHealth to transfer Funds to You if You are a Successful Organisation. In the event that You provide incorrect bank account details, You must notify VicHealth immediately and provide Your correct bank account details. Where VicHealth has relied on the information submitted by You (including in the Application) and transferred Funds to an incorrect bank account, VicHealth may attempt to recover the Funds from the receiving financial institution and if successful, VicHealth may deduct any costs it incurs as a result of recovering the Funds from the Funding amount awarded to You. You acknowledge that VicHealth is not liable to repay any Funds to You in the event that You fail to provide correct bank account details and VicHealth is unable to recover the Funds post transfer.
12. You agree to pay Your own costs in relation to Your Application, including but not limited by:
  - a) completing Your Application or other Submission;
  - b) complying with these Terms and Conditions and/or Funding Guidelines; or
  - c) attending to any other matter in relation to Your Application.

#### Assessment of Applications

13. All valid Applications will be assessed by VicHealth starting the week beginning Monday 25 May 2015.
14. VicHealth will:
  - a) assess all Applications and other Submissions against the Assessment Criteria; and
  - b) in its sole discretion, select the Successful Applications.

15. In assessing the Applications, VicHealth may:
- consider any Application, including any Submission, or any other matter; and
  - place any weight on the Assessment Criteria as it sees fit.

#### Assessment Criteria

16. The assessment of Applications (including any Submission) will be made against the following Assessment Criteria:
- Promote Walk to School to the local community and encourage primary schools and register to participate.
  - Run local Walk to School engagement activities with participating schools throughout October 2015.
  - Deliver local initiatives to support ongoing active travel by primary school-aged children.
17. In addition, the following components of each Application (including any Submission) will be considered as part of the assessment process:
- Relevance:** whether the Application explains council's position to design and deliver initiatives for Walk to School 2015 and provides a clear outline of the initiatives that specifically respond to the local community, environment and issues of that council.
  - Equity:** whether the Application provides evidences of initiatives that catering for all primary school students, including those who are less likely to participate, and demonstrates activities are fair, accessible and inclusive.
  - Learnings and growth:** whether the Application demonstrates the council's learnings from previous Walk to School or other active travel initiatives, and how the council will build on their existing position by delivering more, or achieving even better results than in previous programs.
18. VicHealth may and reserves the right to Upscale Funding for any Application that shows a strong demonstration of equity and/or provides evidence of larger scale ongoing active travel initiatives.
19. You acknowledge and accept that VicHealth may allocate different weightings to this Assessment Criteria in its assessment of Applications and any decision to do so is at the sole discretion of VicHealth.

#### Announcement of Successful Organisations

20. VicHealth will notify Successful Organisation(s) via the email address contained in the Application by Friday 29 June 2015.
21. Any decision by VicHealth to select a Successful Organisation or the amount of Funding to be provided to a Successful Organisation (including any

Upscale Funding) will be at the sole discretion of VicHealth.

#### Provision of Funding to Successful Organisation(s)

22. If You are a Successful Organisation, VicHealth will provide You with a Funds to be used towards the Grant Funding in accordance with these Terms and Conditions.
23. VicHealth is not under any obligation to provide any Successful Organisations with the Funds until You receive an Award and Acceptance Email.
24. The award of the Funding may be subject to additional terms and conditions that VicHealth may specify in the Award and Acceptance Email.
25. Payment of the Funds shall be made electronically to Your nominated bank account as specified in Your Application.
26. VicHealth will issue You with a Recipient Created Tax Invoice (RCTI) in relation to the Funding. You are not required to issue VicHealth with any invoices in relation to the Funding.
27. The Funding must be expended by You only for the purposes of carrying out the Grant Funding in accordance with these Terms and Conditions. If, at any time there remains an amount of the Funding that has not been expended in accordance with these Terms and Conditions to VicHealth's satisfaction, VicHealth may request that You refund all or part of the Funding, as directed by VicHealth.
28. You must notify VicHealth of any unspent Funds as soon as practicable following the completion of the Grant Funding. At its discretion, VicHealth may request the return of the unspent Funds, which You must return to VicHealth within 30 days of that request.

#### VicHealth's decisions are final

29. For the avoidance of doubt, any decision by VicHealth on any matter in relation to the Grant Funding is final and is not subject to review. This includes a decision by VicHealth to:
- Accept an Application;
  - Determine which organisation will be a Successful Organisation or the number of Successful Organisations; or
  - Determine the amount of any Funding.
30. You acknowledge and agree that VicHealth is under no obligation to discuss or provide feedback to You in relation to an Application or other Submission You have submitted.
31. You also acknowledge and accept that VicHealth may not enter in to any correspondence with You unless Your Application is a Successful Application.

## Financial Records and Reports

32. You must keep full and accurate Records in relation to the Grant Funding, including, but not limited to, the receipt and expenditure of the Funds, the creation of Submissions and otherwise as required by law. You must retain such Records for a period of at least 7 years following the completion of the Grant Funding.
33. Within 30 days of completion of the Grant Funding, You must complete and return a Certified Financial Acquittal relating to the expenditure of the Funds. Certified Financial Acquittals must identify the Funds provided to You for the Grant Funding and the balance of the Funds on completion of the Grant Funding. The form and structure of the Certified Financial Acquittal will be provided to You by VicHealth.
34. Each Certified Financial Acquittal must be signed by a person in senior management authorised to sign financial documents for Your organisation who must certify that:
  - a) the statement is a true and fair representation of transactions relating to the Funds;
  - b) the Funds were received and expended solely for the purposes of the Grant Making; and
  - c) these Terms and Conditions have been complied with.
35. VicHealth may undertake an evaluation of the Grant Making at any time. You must allow VicHealth and its auditor's access to Your Records, Your premises and any other information VicHealth may require in order to allow VicHealth to audit Your performance of Your obligations under these Terms and Conditions. For the avoidance of doubt, each party will bear its own costs of conducting or participating in an audit under clause 34.
36. If an audit under clause 34 reveals that You have failed to comply with any of Your obligations under these Terms and Conditions, You must immediately take such actions as are necessary to promptly remedy such non-compliance. You must comply with any reasonable directions or instructions from VicHealth as to the manner (including timing) in which such non-compliance must be remedied.
37. At VicHealth's request, You must, at Your own cost, cooperate with and assist VicHealth in connection with:
  - (a) any enquiry or investigation by a government authority, including the Auditor-General; and
  - (b) any request made to VicHealth concerning the Grant Making or the Funding under the Freedom of Information Act 1982 (Vic).

## Change of Contact Information

38. If there is a change to any contact information, You must notify VicHealth as soon as practicable following that change and give VicHealth the relevant details of that change.

## Tobacco Products and Promotion

39. You acknowledge that VicHealth is established under the *Tobacco Act 1987 (Vic)* and it has certain objectives and functions set by that Act.
40. 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.
41. 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.

## Acknowledgement of VicHealth

42. You must acknowledge VicHealth's contribution of Funding to the Grant Funding:
  - a) in all public announcements concerning that Grant Funding or the outcomes of that Grant Funding;
  - b) in all documents, materials, reports and other items relating to that Grant Funding or the outcomes of that Grant Funding;
  - c) at all events (including any lectures) relating to or organised in connection with that Grant Funding; and
  - d) as otherwise directed by VicHealth.
43. You must:
  - d) display VicHealth's banners, posters, signage and other materials at all events and activities relating to the Grant Funding; and
  - e) include a written acknowledgement of the Funding by VicHealth and the VicHealth Trade Marks in all publications, newsletters and other materials relating to the Grant Funding, as directed by VicHealth.
44. VicHealth grants You a non-exclusive, non-transferable, royalty-free licence to use the VicHealth Trade Marks for the purpose of acknowledging VicHealth's provision of Funding in accordance with clause 41.
45. VicHealth may, from time to time, provide You with guidelines as to how it wishes the VicHealth Trade Marks to be used and You must comply with those guidelines.
46. You must not:
  - e) use the VicHealth Trade Marks other than to acknowledge VicHealth's contribution to the

- Grant Funding or as otherwise by agreed VicHealth in writing;
- f) authorise any other party to use the VicHealth Trade Marks without VicHealth's prior written consent;
  - g) use any of the VicHealth Trade Marks or any substantially identical or deceptively similar mark as part of any corporate or business name without VicHealth's prior written consent;
  - h) do any of the things specified in section 26(1) of the Trade Marks Act 1995 (Cth), except as expressly permitted under these Terms and Conditions or with the prior written consent of VicHealth.
47. You must only use the VicHealth Trade Marks in a manner that enhances VicHealth's credibility and reputation.

#### Warranties

48. By participating in this Grant Funding, 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 Submissions submitted as part of this Grant Funding; and
  - b) Your Application and any Submissions submitted as part of this Grant Funding 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 third party promotion, competition 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 programme 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 Submissions 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

49. VicHealth reserves the right to remove or reject from the Grant Funding, an organisation that has entered the Grant Funding if:
- a) VicHealth decides not to select the organisation's Application following an assessment of the Application against the Assessment Criteria;
  - b) the organisation's Submission 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 a Submission or any matter relating to this Grant Funding;

- e) the organisation has tampered with the operation of the Submission, 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

- 50. Subject to clauses 50 to 52, You will retain all copyright and any other intellectual property rights in the Submission.
- 51. By submitting any Application or other Submission as part of the Grant Funding, 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 Submission for the purpose of evaluating the Submission, and for VicHealth's marketing, advertising and/or promotional activities, which may include, but is not limited to, using, publishing or communicating the Submission on a website, social media or other digital media.
- 52. You hereby represent and warrant that You have all permissions necessary to grant the rights provided for in clause 50 and that any use of such Submissions 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.
- 53. By participating in the Grant Funding, You accept and agree that you waive any moral rights you may have in relation to any Submission you submit, and that VicHealth may use any names, photographs or video footage featured in the Submission 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 for internal business purposes, on the VicHealth Website, the Funding Webpage and other advertising and promotional materials.

#### Confidentiality

- 54. Confidential Information disclosed by VicHealth to You during the Grant Funding 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:
  - a) where it is necessary for the purposes of the ;
  - b) where You have obtained the prior written permission from VicHealth;
  - c) 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

- 55. In administering this Grant Funding, VicHealth will collect personal information, including without limitation, the names and contact details of persons applying for a Grant Funding.
- 56. Any personal information collected by VicHealth in administering the Grant Funding will be managed in accordance with the Information Privacy Principles (IPPs), the *Privacy and Data Protection Act 2014* (Vic), and VicHealth's Privacy Statement which is available at [www.vichealth.vic.gov.au/privacy](http://www.vichealth.vic.gov.au/privacy)
- 57. You acknowledge and accept that personal information will be shared with VicHealth's employees, agents and subcontractors to the extent necessary for the Grant Funding to be delivered and for VicHealth's promotional purposes.

#### VicHealth consent forms

- 58. If You are a Successful Organisation, You must obtain:
  - a) Privacy and moral rights consents from all individuals appearing in photographs and/or video footage provided, or their parents or legal guardians (where applicable);
  - b) A copyright licence from all individuals or legal entities contributing intellectual property to Your photograph or video footage.
- 59. In obtaining such consents or licences, you must use the relevant consent forms appearing on the VicHealth Website and provide the signed consent forms upon receiving notification that Your Application is a Successful Application. VicHealth will require You to return the completed consent forms. The consent forms can be found on [www.vichealth.vic.gov.au/walktoschool](http://www.vichealth.vic.gov.au/walktoschool).

### Indemnity

60. By participating in this Grant Funding, 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 Grant Funding 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.
61. You shall for the duration of the Grant Funding and for 7 years following completion of the Grant Funding maintain public liability insurance of at least \$10,000,000 per event from a reputable insurer.

### Modification, cancellation or suspension of this Funding

62. VicHealth reserves the right, at any time and in its sole discretion, to:
- alter the structure and/or timing of the Grant Funding;
  - 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 Grant Funding 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 54.
63. If VicHealth exercises any of its rights outlined in clause 54, VicHealth will notify You in writing.

### Disclaimer

64. VicHealth is not responsible and disclaims all liability for any condition, circumstances, losses, failures or delays caused by events beyond its control.
65. 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 Grant Funding 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 Grant Funding;
  - any lost, damaged, defaced, incomplete, illegible or otherwise unreadable Submission;
  - any unauthorised access to, or theft, destruction or alteration of any Submission at any point in the operation of this Grant Funding;
  - 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:
    - Your Submission; or
    - VicHealth's use or disclosure of a Submission in accordance with these Terms and Conditions; or
    - any defamatory statement; or
    - any unlawful activity by any person; or
    - any breach by You of any third party terms and conditions;
    - any breach of these Terms and Conditions by You or any misleading warranty provided by You; or
    - anything else which causes loss, liability, or injury.
66. By participating in this Grant Funding, 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

67. 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 an application made by an organisation to participate in the Walk to School 2015 Grants Funding;

**“Assessment Criteria”** means the selection criteria set out in clauses 16, 17, and 18;

**“Award and Acceptance Email”** means the notification and award of a Grant to Successful Organisation/s

**“Certified Financial Acquittal”** means a financial statement provided by VicHealth to Successful Organisations in accordance with clauses 32 and 33;

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

**“Funding Guidelines”** means the VicHealth Walk to School Funding Guidelines at [www.vichealth.vic.gov.au/walktoschool](http://www.vichealth.vic.gov.au/walktoschool);

**“Funding Webpage”** means the webpage on the VicHealth Website at [www.vichealth.vic.gov.au/walktoschool](http://www.vichealth.vic.gov.au/walktoschool);

**“Grant Funding”** means ‘VicHealth’s Walk to School 2015 Grant Funding, which is administered by VicHealth on the VicHealth Website at [www.vichealth.vic.gov.au/walktoschool](http://www.vichealth.vic.gov.au/walktoschool);

**“GST”** has the meaning given to it in the A New Tax System (Goods and Services Tax) Act 1999 (Cth);

**“Project Plan”** means an indicative project plan in respect of the Grant to be produced and delivered to VicHealth in accordance with these Terms and Conditions;

**“Records”** includes documents, information and data stored by any means, including records of accounts, and all copies and extracts of the same;

**“Submission”** means the Application, Project Plan and any other tangible or intangible works provided by You to VicHealth as part of the Walk to School 2015 Grant Funding;

**“Successful Application”** means an Application that is selected by VicHealth pursuant to clause 20 which will result in VicHealth providing a grant to a Successful Organisation to deliver the Grant Funding;

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

**“Trade Marks”** means the VicHealth and Walk to School Lockup;

**“Upscale Funding”** means an amount of Funding which exceeds \$10,000 in respect of a Successful Application which falls within clause 18 of the Assessment Criteria;

**“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](http://www.vichealth.vic.gov.au);

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