

VicHealth Community Activation Program

Terms and Conditions

These terms and conditions (Terms and Conditions) apply to the VicHealth Community Activation Program which is being administered by The Victorian Health Promotion Foundation.

By participating in the Program, 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 Program and eligibility requirements

1. The Program is administered by VicHealth in accordance with these Terms and Conditions.
2. The Program commences on Tuesday 31 March 2015 and all Applications must be received by VicHealth by 14:00 hours Eastern Standard Time on the closing date of Friday 1 May 2015.
3. The Program will operate on the Program Webpage. By participating in the Program, 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

Eligibility to apply for Funding

4. The Program is aimed at providing grants to Local Government Authorities located in Victoria to create and activate places within local communities in order to increase access to opportunities for physical activity and social connection.
5. More information about the Program objectives and Selection Criteria can be found in the Program Guidelines at www.vichealth.vic.gov.au/community-activation-program
6. VicHealth will not fund an organisation if:
 - a) the organisation operates outside Victoria; and/or
 - b) the purpose of funding is to support activities where the head is a deliberate target or where activity involves striking or kicking another individual with intent to injure.

Stages of the Program

7. There are two stages of the Program:
 - a) Stage 1 – Voluntary attendance at Program workshop; and
 - b) Stage 2 – Development and submission of an Application.

Stage 1 – Voluntary attendance at Program workshop

8. You may participate in the Program at any time between Tuesday 31 March 2015 and the closing date at 14:00 hours Eastern Standard Time on Friday 1 May 2015. Late entries will not be accepted.

9. To participate in the Program You are strongly encouraged to attend a Program workshop to be delivered by VicHealth pursuant to the Program Guidelines. For more information about the content of the Program workshop and to attend a Program workshop You must register by accessing the Eventbrite registration link: <https://vhcapw.eventbrite.com.au> and registering for Your preferred Program workshop date.
10. If You are unable to attend a Program workshop, You may still participate in the Program by completing an Application as detailed in Stage 2 below.
11. You agree to pay Your own costs in relation to this Program, including but not limited by:
 - a) applying for this Program;
 - b) attending Program workshop;
 - c) completing the Application;
 - d) developing any Application Material;
 - e) complying with these Terms and Conditions and/or Program Guidelines;
 - f) executing a standard funding agreement; or
 - g) attending to any other matter in relation to the Program.

Stage 2 – Submitting an Application

12. To apply for Program funding, You must complete and submit an Application and email it to communityactivation@vichealth.vic.gov.au prior to the closing date. Applications can be found and downloaded at www.vichealth.vic.gov.au/community-activation-program.
13. VicHealth will not accept Applications by email, post, facsimile or any other method that does not involve completing and submitting Application in accordance with clause 12 above.
14. By submitting an Application You warrant that You are an authorised representative with the authority to bind Your organisation to these Terms and Conditions.
15. All valid Applications will be assessed by VicHealth starting the week beginning Monday 4 May 2015 and shall create a shortlist of organisations. A panel of judges will assess shortlisted Applications against the Selection Criteria and will make recommendations on Organisations to be funded.

Assessment of Applications

16. At the conclusion of Stage 2 of the Program, VicHealth will:
 - a) assess all Applications against the Selection Criteria; and
 - b) in its sole discretion, select the Successful Applications.

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

Selection Criteria

18. The assessment of Applications in Stage 2 of this Program will be made against the following Selection Criteria:
- Clearly identified spaces/places that can be transformed using community activation approaches and a clear outline of how this will occur;
 - A diverse range of physical activity opportunities on offer that will get community members being active in the space, with a focus on engaging those who are less active;
 - Demonstrated capacity and readiness to manage all aspects of a Community Activation project in line with VicHealth timelines and requirements;
 - Demonstrated evidence of willingness and capacity to work in partnership to deliver all aspects of the project; and
 - Evidence of commitment to community activation in the longer term.
19. You acknowledge and accept that VicHealth may allocate different weightings to this Selection Criteria in its assessment of Applications and any decision to do so is at the sole discretion of VicHealth.
20. More information about VicHealth's Selection Criteria can be found on the Program Webpage www.vichealth.vic.gov.au/community-activation-program.

Announcement of Successful Organisations

21. All Applications will be assessed by VicHealth starting the week beginning Monday 4 May 2015.
22. VicHealth will announce the Successful Organisations on the Program Webpage www.vichealth.vic.gov.au/community-activation-program in June 2015 and will notify each Successful Organisation on or around Thursday 28 May 2015.

Provision of grant to Successful Organisation/s of the Program

23. If You are a Successful Organisation, VicHealth will provide You with a grant to be used towards implementing the Project in accordance with these Terms and Conditions.
24. Any decision by VicHealth to select a Successful Organisation or the amount of grant to be provided

to a Successful Organisation will be at the sole discretion of VicHealth.

25. If You are a Successful Organisation, the provision of the grant to You 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

26. For the avoidance of doubt, any decision by VicHealth on any matter in relation to the Program 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 grant.
27. 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.
28. You also acknowledge and accept that VicHealth will not enter in to any correspondence with You unless Your Application is a Successful Application.
29. 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.

Warranties

30. By participating in this Program, You represent and warrant that:
- 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 Program; and
 - Your Application and any Application Materials submitted as part of this Program complies with these Terms and Conditions (and any applicable third party terms and conditions), and:
 - is Your original work;
 - has not previously been submitted in any other Program, competition or promotion, including any third party promotion or event;
 - 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 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

- 31. VicHealth reserves the right to remove or reject from the Program (including from the Program Webpage) an organisation that has entered the Program 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 Program;
- e) the organisation has tampered with the operation of the Program, 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

- 32. Subject to clauses 33 to 35, You will retain all copyright and any other intellectual property rights in the Application and any Application Materials developed by You pursuant to this Program.
- 33. By submitting an Application and any Application Materials as part of the Program, 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 Program Webpage), social media or other digital media.

34. You hereby represent and warrant that You have all permissions necessary to grant the rights provided for in clause 33 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.
35. By participating in the Program, 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 Program Webpage and other advertising and promotional materials.

Confidentiality

36. Confidential Information disclosed by VicHealth to You during the Program 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 Program;
 - 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

37. In administering this Program, VicHealth will collect personal information, including without limitation, the names and contact details of persons applying for Funding.
38. Any personal information collected by VicHealth in administering the Program 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
39. You acknowledge and accept that personal information will be shared with VicHealth's employees, agents and subcontractors to the extent

necessary for the Program to be delivered and for VicHealth's promotional purposes.

VicHealth consent forms

40. If You are a Successful Organisation, You must obtain:
- Privacy and moral rights consents from all individuals appearing in photographs and/or video footage provided, or their parents or legal guardians (where applicable);
 - A copyright licence from all individuals or legal entities contributing intellectual property to Your photograph or video footage.
41. 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 the Program Webpage: www.vichealth.vic.gov.au/community-activation-program

Indemnity

42. By participating in this Program, 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 Program 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 Program

43. VicHealth reserves the right, at any time and in its sole discretion, to:
- alter the structure and/or timing of the Program;
 - vary or extend any time or date specified in these Terms and Conditions;
 - require additional information or clarification from and organisation submitting an Application;

- d) 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 43.
44. If VicHealth exercises any of its rights outlined in clause 43, VicHealth will notify You in writing.

Disclaimer

45. VicHealth is not responsible and disclaims all liability for any condition, circumstances, losses, failures or delays caused by events beyond its control.
46. 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 Program including without limitation:
- a) 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 Program;
 - b) any lost, damaged, defaced, incomplete, illegible or otherwise unreadable Application or Application Material;
 - c) any unauthorised access to, or theft, destruction or alteration of, any Application or Application Material at any point in the operation of this Program;
 - d) 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.
47. By participating in this Program, 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

48. 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 Program;

“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;

“Program” means the VicHealth Community Activation Program which is administered by VicHealth at www.vichealth.vic.gov.au/community-activation-program;

“Program Guidelines” means the VicHealth Community Activation Program Guidelines at www.vichealth.vic.gov.au/community-activation-program;

“Program Webpage” means the webpage on the VicHealth Website www.vichealth.vic.gov.au/community-activation-program;

“Project” means a project to be implemented by a Successful Organisation in accordance with the Standard Funding Agreement;

“Selection Criteria” means the selection criteria set out in clause 18;

“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 Project;

“Successful Application” means an Application that is selected by VicHealth at the end of Stage 2 which will result in VicHealth providing a grant to a Successful Organisation;

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

“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.