



## State Sport Program -Terms and Conditions

These terms and conditions (Terms and Conditions) apply to the State Sport Program (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 3 March 2015 and all entries must be received by VicHealth by 15.00 Eastern Standard Time on the closing date of Friday 27 March 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 <http://www.vichealth.vic.gov.au>

### Eligibility to enter the Program

4. The Program is aimed at engaging Victorian State Sporting Associations and Disability State Sporting Bodies located in Victoria to make a big impact across two focus areas:
  - a) tailoring the way they deliver sport to attract and retain people who aren't active enough [are not active enough]
  - b) making the healthy choice the easy choice in community sport.
5. Organisations are not entitled to enter the Program if:
  - a) the organisation is not a recognised Victorian State Sporting Association <http://www.dtpli.vic.gov.au/sport-and-recreation/find-sports-organisations/state-sporting-associations> or Disability State Sporting Body as at the date of this Program;
  - b) the purpose of the organisation is to support or participate in activities where the head is a deliberate target or where activity involves striking or kicking another individual with intent to injure.
6. VicHealth reserves the right to require participants to prove that they are eligible to take part in the Program.

### Stages of the Program

7. There are four stages of the Program:

- a) Stage 1 – Entry into the Program and submit Your Expression Of Interest;
- b) Stage 2 - Workshop attendance and development of Your Application;
- c) Stage 3 – Submit Your Application; and
- d) Stage 4 – Assessment Panel.

### **Stage 1 – Entry into the Program and provision of Your Expression of Interest**

8. You may participate in the Program at any time between Tuesday 3 March 2015 and the closing date on 15:00 hours Eastern Standard Time on Friday 27 March 2015. Late entries will not be accepted.
9. To participate in the Program You must:
  - a) complete the Expression of Interest [available from the Program Webpage, <http://www.vichealth.vic.gov.au/state-sport-program>] and provide (amongst other information) Your organisation name(s), key contact name, email address, postal address, contact telephone number, ABN number and GST status. You may submit Your Expression Of Interest by emailing it to [sport@vichealth.vic.gov.au](mailto:sport@vichealth.vic.gov.au); and
  - b) hold, (or You are able to obtain) appropriate insurance cover in respect of Your Project should You be a Successful Organisation.
10. VicHealth will not accept entries by, email, post, facsimile or any other method that does not involve completing and submitting Your Expression Of Interest in accordance with clause 9 above.
11. By submitting an Expression of Interest You warrant that You are an authorised representative with the authority to bind Your organisation to these Terms and Conditions.
12. You agree to pay Your own costs in relation to this Program, including (but not limited by):
  - a) applying for this Program;
  - b) developing Your Expression of Interest or other Submission;
  - c) attending a workshop;
  - d) complying with these Terms and Conditions;
  - e) executing a Standard Funding Agreement; or
  - f) attending to any other matter in relation to the Program.
13. All valid Expressions of Interest will be assessed by VicHealth starting the week beginning 30 March 2015. VicHealth will:
  - a) assess Your Expression Of Interest against the Selection Criteria (specifically Focus Area 1: selection criteria #2 & #3, Focus Area 2: selection criteria #2); clause 24 & 25

- b) in its sole discretion, select organisations to participate in Stage 2 of the Program.

### **Stage 2 – Workshop attendance and development of Your Application**

- 14. If, after submitting Your Expression of Interest, You are shortlisted by VicHealth, You will be notified and invited to participate in Stages 2 and 3 of the Program. VicHealth will provide this notification on or around the 7 April 2015 by email at the email address provided by You in Your Expression of Interest.
- 15. The workshops will be held at 15-31 Pelham Street, Carlton 3053 on the week of Monday 6 or Monday 13 April 2015, between [9am and 5pm]. Full details of the workshops will be confirmed with You at the time that You are notified that Your Expression of Interest has been shortlisted (or shortly thereafter).
- 16. The workshops will support you to prepare and develop Your Application.

### **Stage 3 – Submit Your Application**

- 17. On conclusion of Stage 2, You will be required to participate in Stage 3 by submitting Your Application to VicHealth via email to [sport@vichealth.vic.gov.au] no later than 15:00 hours Eastern Standard Time on Friday 24 April 2015. Late entries will not be accepted.
- 18. VicHealth will not accept Applications by email, post, facsimile or any other method that does not involve submitting Your Application by email in accordance with clause 17 above.
- 19. Applications will be assessed starting the week beginning 27 April 2015. VicHealth will:
  - a) assess Your Application against the Selection Criteria- (specifically Focus Area 1: selection criteria #1, #2, #3, #4, #5, Focus Area 2: selection criteria #1, #2, #3), clause 24 & 25
  - b) in its sole discretion, select the organisations for shortlisting to participate in Stage 4 of the Program.

### **Stage 4 – Assessment Panel**

- 20. If You are a shortlisted organisation, following conclusion of Stage 3 of the Program, Your Submission will be reviewed by an assessment panel.
- 21. The assessment panel will comprise of a panel of experts representing VicHealth's senior management and external experts.
- 22. The purpose of the assessment panel is to allow VicHealth the opportunity to assess Your Submission against the entire Selection Criteria as more fully described in clauses 24 to 26 below.
- 23. The assessment panel will be held in May 2015.

### **Selection Criteria**

The Assessment of Your Submission will be made against the following Selection Criteria:

- 24. **Focus Area 1:** Tailoring the way organisations deliver their sport to attract and retain people who aren't active enough

**Selection Criteria #1**

**Impact & Reach;** What are the multiple approaches to attract and retain people who aren't active enough, what is the reach of new participation opportunities, what is the outcome in 3 years and beyond?

**Selection Criteria #2**

**Uniqueness & Insightful;** Does the organisation respond in a unique way to participation needs and trends, what is innovative about the organisation's approach(s)

**Selection Criteria #3**

**Capacity & readiness;** What is the organisational commitment and readiness to implement new approaches within the sport, what is the organisation's capacity and partnerships to enable delivery,

**Selection Criteria #4**

**Legacy & business model;** What is the end outcome after three years and beyond, is there a sound business model to support sustainability

**Selection Criteria #5**

**Brand & Equity;** Does the submission consider themes of brand and equity?

25. **Focus area 2:** Making the healthy choice the easy choice in community sport.

**Selection Criteria #1**

**Impact & Reach;** What is the reach of the approach(s) to reduce the influence of sugar drinks, junk food & alcohol in community sport

**Selection Criteria #2**

**Insightfulness;** What is insightful & informed about the approach(s) to respond to focus area 2.

**Selection Criteria #3**

**Legacy;** What is the end outcome after three years and beyond, is there a sound business model to support sustainability.

26. You acknowledge and accept that VicHealth may allocate different weightings to this Selection Criteria in its assessment of the Submission and any decision to do so is at the sole discretion of VicHealth.

**Announcement of Successful Organisations**

27. VicHealth will announce the Successful Organisations on the Program Webpage in June 2015.

**Provision of grant to Successful Organisations**

28. If You are a Successful Organisation, VicHealth will provide You with a grant to be used towards implementing the Program in accordance with Your Submission developed under the Program.

29. 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.

30. 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**

31. For the avoidance of doubt, any decision by VicHealth on any matter in relation to this Program is final and is not subject to review. This includes a decision by VicHealth to:
  - a) Shortlist an Expression Of Interest and/or Application;
  - b) Determine which organisation will be a Successful Organisation or the number of Successful Organisations; or
  - c) Determine the dollar amount of any grant.
32. You acknowledge and agree that VicHealth is under no obligation to discuss or provide feedback to You in relation to an Expression of Interest or Application You have submitted.
33. You also acknowledge and accept that VicHealth will not enter in to any correspondence with You unless Your Expression Of Interest is shortlisted at the end of Stage 1.
34. 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**

35. By participating in this Program, 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 Submission submitted as part of this Program; and
  - b) Your Submission submitted as part of this Program 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 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 trade marks, 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 the Program 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**

36. 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 following an assessment of the Submission at either Stage 1 or Stage 3 & Stage 4;
  - 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 the Submission 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; or
  - f) the organisation submitting the Submission does any act or does anything that is contrary to prevailing community standards, or is otherwise regarded by the public as unacceptable.
  - g) The organisation does not hold and/or cannot obtain appropriate insurance cover for its Project as required under clause 9 above.
  - h) VicHealth otherwise thinks it is appropriate to do so.

#### **Intellectual Property**

37. Subject to clauses 38 to 40, You will retain all copyright and any other intellectual property rights in the Submission developed by You pursuant to this Program.

38. By submitting any Submission 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 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 Submissions on a website (including the VicHealth Website and/or Program Webpage), social media or other digital media.
39. You hereby represent and warrant that You have all permissions necessary to grant the rights provided for in clause 38 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.
40. By participating in the Program, You accept and agree that You waive any moral rights You may have in relation to Your 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 on the VicHealth Website, the Program Webpage and other advertising and promotional materials.

#### **Confidentiality**

41. 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 initiatives 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 Program;
  - 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**

42. In administering this Program, VicHealth will collect personal information, including without limitation, the names and contact details of persons participating in the Program.
43. 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 <http://www.vichealth.vic.gov.au/Privacy>
44. 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**

45. If You are a Successful Organisation, You must obtain:

- a) privacy and moral rights consents from all individuals appearing in Submissions provided, or their parents or legal guardians (where applicable);
- b) a copyright licence from all individuals or legal entities contributing intellectual property to Your Submission.

46. 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 You are a Successful Organisation. VicHealth will require You to return the completed consent forms with Your signed Standard Funding Agreement. The consent forms can be found at [http://www.vichealth.vic.gov.au/~media/FundingOpportunities/Active%20Club%20Grants/ACG-2013-14\\_Consent-Privacy-Form.ashx](http://www.vichealth.vic.gov.au/~media/FundingOpportunities/Active%20Club%20Grants/ACG-2013-14_Consent-Privacy-Form.ashx).

### **Indemnity**

47. 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:

- a) any breach of these Terms and Conditions or the terms and conditions on the VicHealth Website;
- b) any warranty given by You under these Terms and Conditions being incorrect or misleading in any way;
- c) any breach of confidentiality or breach of privacy by You;
- d) any infringement of a third party's intellectual property rights;
- e) any defamatory statement;
- f) any unlawful activity;
- g) any negligent act or failure to act by You; or
- h) anything else which causes loss, liability, or injury.

### **Modification, cancellation or suspension of this Program**

48. VicHealth reserves the right, at any time and in its sole discretion, to:

- a) alter the structure and/or timing of the Program;
- b) vary or extend any time or date specified in these Terms and Conditions;
- c) require additional information or clarification from an organisation in respect to the Submission;
- 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 48.

49. If VicHealth exercises any of its rights outlined in clause 48, VicHealth will notify You in writing.

#### **Disclaimer**

50. VicHealth is not responsible and disclaims all liability for any condition, circumstances, losses, failures or delays caused by events beyond its control.

51. 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 Submission;
- c) any unauthorised access to, or theft, destruction or alteration of, any Submission 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 the Submission; or
  - II. VicHealth's use or disclosure of the 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.

52. 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**

53. 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 VicHealth application form which shortlisted organisations from Stage 1 will complete and submit at Stages 3 of the Program;

**“Disability State Sporting Bodies”** means a recognised Disability State Sporting Body as recognised by Sport and Recreation Victoria;

**“Expression of Interest”** means the VicHealth Expression of Interest form completed by an organisation to participate in the Program;

**“Submission”** means the Expression Of Interest, the Application and any other tangible works provided by You to VicHealth as part of the Program;

**“Program”** means the ‘State Sport Program’ which is administered by VicHealth on the Program Website;

**“Program Webpage”** means the webpage on the VicHealth Website at [\[http://www.vichealth.vic.gov.au/state-sport-program\]](http://www.vichealth.vic.gov.au/state-sport-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 for the Program set out in clause 24 to 26;

**“Standard Funding Agreement”** means a funding agreement between VicHealth and a Successful Organisation for the provision of a grant to implement the organisation's Program;

**“Successful Submission”** means a Submission that is selected by VicHealth on conclusion of Stage 3 to be presented to the VicHealth assessment panel in accordance with Stage 4 of the Program;

**“Successful Organisation”** means an organisation whose Submission is selected by VicHealth as the Successful Submission on conclusion of Stage 4;

**“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;

**“Victorian State Sporting Associations”** means a recognised state sporting association listed on the State Government Victoria website located at <http://www.dtpli.vic.gov.au/sport-and-recreation/find-sports-organisations/state-sporting-associations>

**“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 a Submission.