



Woolworths – Grants Program

TERMS AND CONDITIONS

All sections and information in this document form part of these Terms and Conditions. Participation in this promotion is deemed acceptance of these Terms and Conditions on the part of the participant and their parent/guardian (where applicable).

Schedule to Entry Conditions

Item	Subject	Details
1	Promoter and Major Prize Supplier	Name: Woolworths Group Limited ABN: 88 000 014 675 Address: 1 Woolworths Way, Bella Vista, NSW, 2153 Phone: 02 8885 0000 ("Promoter") and ("Major Prize Supplier")
2	Who may enter?	Entry is only open to persons who: <ul style="list-style-type: none"> A. are Australian residents; B. are over the age of 18 as at the date of application; C. are members of a Surfing Australia affiliated local Australian Boardrider Club (with current and recognised affiliations in place) that is amateur and that is registered as a not for profit organisation within Australia; and D. are ready, willing and able to complete all entry requirements as set out within these Terms and Conditions ("Eligible Applicants")
3	Promotional Period	The promotion starts at 11.59am AEDT on Wednesday 11 th December 2020 and closes at 11:59pm AEDT on Thursday 14 th of February 2021. ("Promotional Period")
4	(a)	How to enter? Subject to the requirements within 4(b), to enter, Eligible Entrants must complete the application form by visiting www.surfingaustralia.com/freshgrant ; and <ul style="list-style-type: none"> i. explaining how their club is showing initiatives in promoting kids health and junior development; ii. explaining in detail how their club or association would use \$2,000 of the grant; iii. outlining how the grant would impact the wider community. ("Application")
	(b)	Application requirements Applications are subject to the following requirements: <ul style="list-style-type: none"> i. Applications must not infringe copyright of any person or organisation in their preparation or submission. ii. once an application is submitted, it is considered final and no changes or amendments to the application will be accepted. iii. submission of an Application is deemed acceptance of these Terms and Conditions. iv. the Applicant must ensure that the correct details are entered in the application form so that the Promoter may contact the Applicant.

		<p>v. it is a requirement of entry that Applicants address all of the requirements in the Application. Incomplete or illegible Applications are not considered valid Applications.</p> <p>vi. The Promoter reserves the right to seek further details, including, but not limited to, other sponsorship arrangements an Applicant or Organisation may have.</p>
	(c) Maximum number of entries	<p>Applications are limited to 1 per person per club or association per Grant.</p> <p>The Promoter reserves the right to request Winners to provide proof of identity and proof of residency at the nominated club or association. Identification considered suitable for verification is at the discretion of the Promoter.</p>
5	(a) Total Grant pool	Total pool = \$20,000
	(b) Grant details	<p>Grants:</p> <ul style="list-style-type: none"> • Ten (10) x \$2,000 Grants <p>Grants will be no more or no less of the above breakdown.</p> <p>Grants are not awarded by cash payment to an Eligible Applicant.</p> <p>Within 30 days of receipt of a tax invoice issued by a sporting club or association, with a valid ABN, that has an online or physical presence, the Grant will be awarded by The Promoter paying that invoice.</p> <p>In the case of a renovation or similar request, a quote or tax invoice from a fully licensed tradesperson or organisation is required.</p> <p>It is a condition of accepting a Grant that Eligible Applicants participate in any media opportunities requested by the Promoter, including photographs, interviews, and promotional material.</p>
	(c) How successful Applications are determined	<p>i. The winning applications will be chosen on Monday 22nd of February 2021 by 12:00pm at the Promoter's Premises by a judging panel selected by the Promoter.</p> <p>ii. The winners will be determined by way of selection (the "Selection") by the Promoter at its sole discretion based on the Eligible Applications it deems to fulfil the Application requirements and be the most deserving.</p> <p>iii. The winning Applications will be determined by skill. Chance plays no part in this Program.</p> <p>iv. All determining decisions relating to the Grants, including but not limited to the allocation of the Grants, are final and no correspondence will be entered into. Grants cannot be transferred.</p>
6	Winner notification	1. Winning Applicants will be notified by phone and email provided by the Applicant on Monday 22nd February 2021 .
7	Winner publication	The names of the Winners will be published on www.surfindaustralia.com
8	Redraw or redetermination of Winner	If the Winner does not respond to the Promoter via email or phone within 2 days of Winner notification; the Grant will be forfeited and will be re-allocated to the next Winner as determined by the Promoter.

9	Use of Grants	<p>Subject to Clause 5 below,</p> <ul style="list-style-type: none"> i. All Grants in their entirety must be utilised by the Winners prior to July 2021; ii. Successful Applicants must ensure that their Organisation uses their grant to implement their Program to the benefit of the Organisation, as outlined in the Application Form; iii. The Promoter reserves the right to require successful Applicants to provide further detail about the proposed expenditure of any Grant made under this Program, including any requirements within Clause 15 below; iv. Use of the prize outside of the permitted scope as outlined in the Application Form will result in immediate termination of the Application and of any possible or future funding of a Grant. v. Successful Applicants and Organisations must provide receipts, proving the application of the Grant if requested by the Promoter to do so.
10	Permit numbers	N/A

ADDITIONAL TERMS

Program Conditions

1. 'All times noted in these Terms and Conditions are local times, based on the location of the Promoter. Applications must be received by the Promoter prior to the competition close date and time.
2. Applicants who are to be named Winners of the Grant Program accept and agree that the Organisation may be filmed during a potential Surfing Australia visit, for a content series produced by the Promoter and Major Prize Supplier ('**Filming**').
3. The Promoter and Major Prize Supplier may promote (and the Applicant acknowledges and agrees) information about the Winners or Runners Up on various channels of the Promoter and/or Major Prize Suppliers media and communication channels as well as in club related marketing material for an indefinite period. This may include Filming, holding presentation ceremonies and other media events.
4. The Promoter and Major Prize Supplier will have full and sole ownership and rights and usage of any imagery or content captured through the application process, Filming and presentation to the Winners and Runners Up and any imagery or content provided by the Organisation or the Applicant in relation to the Application, Program or the Organisation's activities.
5. Applicants who are to be named as Winners and recipients of a cash prize under this Program, may be required to sign an agreement with the Promoter and the Major Prize Supplier on terms reasonably required by the Promoter and by the Major Prize Supplier as a precondition of them being so named. The contract would ensure that the grant money being rewarded to the Boardrider club would only be allowed to be used to benefit or improve the Boardrider club and that if they club was to be found not using the money in the correct manner there would be a breach of contract.
6. Any financial assistance provided by the Promoter in relation to the Program is considered a donation and is provided exclusive of GST regardless of the recipients GST registration status.
7. The Promoter may vary the method of payment of the grant at its sole discretion.
8. The grant recipient must repay the full relevant part of the granted funding to the Promoter with 14 business days after it receives formal notification from the Promoter if the Promoter has overpaid the grant recipient.
9. The Promoter retains absolute discretion to determine the prize category to which an Applicant or Organisation may be entitled. An Applicant is only entitled to win one (1) Prize in 2020. The Promoter may also ask the



successful Applicants and Organisations to execute an acknowledgement setting out the use of any grants or prizes, and promotional activity as a condition of receiving a grant under the Program.

Further Terms and Conditions

10. All Winners acknowledge and agree that in the event that the Application Form is successful, the Promoter with Surfing Australia and boardrider club approval may use all information contained in the Application Form for conducting further research, evaluation and development of resources in relation to Boardrider clubs and the Program.
11. Any entrant found to be entering incorrect contact details or using a third party to apply on their behalf will have all entries invalidated and any claim they have to any prize will be invalidated. If such an entrant is awarded a prize and then found to have breached this clause, the entrant must immediately return any prize awarded. The Promoter has sole discretion to determine if this clause has been breached by any entrant. The Promoter reserves the right to request whatever documentation it deems necessary to confirm if the entrant has breached this clause. An entrant must provide any requested documentation to the Promoter upon request. The Promoter reserves the right to disqualify any entrant who provides false information or who seeks to gain an unfair advantage or to manipulate this competition.
12. The Promoter reserves the right to request winners to sign a winner's deed of release (and indemnification) or any other relevant forms or agreements that the Promoter deems necessary, to provide proof of identity, proof of age, proof of residency at the nominated prize delivery address and/or proof of application validity (including phone bill) in order to claim a prize. Proof of identification, residency, age and application considered suitable for verification is at the discretion of the Promoter. In the event that a winner cannot provide suitable proof, the winner will forfeit the prize in whole and no substitute will be offered.
13. The Promoter reserves the right to choose an alternative winning application in the event that an entrant, claiming to be a winner, is unable to satisfy these Terms and Conditions or has breached these Terms and Conditions.
14. The Promoter's decision in relation to any aspect of the competition is subject to State and Territory legislation but also final and binding on each person who applies. No correspondence will be entered. No responsibility is accepted for late, lost or misdirected entries. Prizes are subject to availability, not transferable or exchangeable and, with the exception of cash prizes, cannot be taken as cash. These Terms and Conditions are governed by the laws of New South Wales and each entrant agrees to submit to the non-exclusive jurisdiction of the courts of the State.

Privacy Collection statement

15. By submitting an application into this competition entrants consent to receive promotional and other marketing messages from the Major Prize Supplier and the Promoter with the approval of Surfing Australia and Boardrider Clubs. Entrants will be able to opt-out at any time by following the instructions included in each message sent by the Major Prize Supplier and/or the Promoter.
16. The Promoter and its related entities collect entrants' personal information ("PI") for the purpose of conducting and promoting this competition (including but not limited to determining and notifying winners). The Promoter may disclose PI collected to an agent who is engaged to conduct the competition Selection and for prize fulfilment. The Promoter may also disclose PI collected to Australian regulatory authorities, such as the regulators of trade promotions. Application is conditional on providing this PI. The Promoter and the Prize Supplier will otherwise handle your PI in accordance with their Privacy Policies available at www.surfingaustralia.com/freshgrant. The Privacy Policies also contain information about how entrants may opt out, access, update or correct their PI, how entrants may complain about a breach of the Australian Privacy Principles or any other applicable law and how those complaints will be dealt with. All entries become the property of the Promoter.

Copyright, Statutory guarantees, Waiver and liability



17. All entries and any copyright subsisting in the entries become and remain the property of the Promoter only during the Fresh Grant campaign period and only in association with Surfing Australia. The Eligible Entrant accepts that the Promoter and/or Major Prize Supplier may publish or cause to be published any of the entries received on, but not limited to, social media channels and website advertising. Where this is the case, Boardrider Clubs will be notified and given opportunity to approve use of entries.
18. In participating in the prizes, the Winners agree to participate and co-operate as required in all editorial activities relating to the Competition, including but not limited to being filmed during a club visit, using the winning application, being interviewed and photographed during the Fresh Grant campaign period and only in association with Surfing Australia. The Winners (and their companions) agree to granting the Promoter a perpetual and non-exclusive licence to use such the uploaded photo, footage and photographs in all media worldwide, including online social networking sites, and the Winners and Runners Up (and their companions) will not be entitled to any fee for such use. Where this is the case, Boardrider Clubs will be notified and given opportunity to approve use of entries.
19. Prize-winners are advised that tax implications may arise from their prize winnings and they should seek independent financial advice prior to acceptance of that prize.
20. The Promoter (subject to State and Territory legislation) reserves the right to amend, cancel or suspend this competition if an event beyond the control of the Promoter corrupts or affect the administration security, fairness, integrity or proper conduct of this competition. The Promoter will disqualify any individual who has tampered with the application process or any other aspect of this competition. In particular, computer generated entries and the use "scripting" is not permitted and will not be accepted.
21. Nothing in these Terms and Conditions limit, exclude or modify or purports to limit, exclude or modify the statutory consumer guarantees as provided under the Competition and Consumer Act 2010 (Cth), as well as any other implied warranties under the ASIC Act or similar consumer protection laws in the State and Territories of Australia (**'Non-Excludable Guarantees'**).
22. Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Major Prize Supplier and the Promoter (including its respective officers, employees and agents) is not responsible for and excludes all liability (including negligence), for any personal injury; or any loss or damage (including loss of opportunity); whether direct, indirect, special or consequential, arising in any way out of: (a) any technical difficulties or equipment malfunction (whether or not under the Promoter's control); (b) any theft, unauthorised access or third party interference; (c) any application or prize claim that is late, lost, altered, damaged or misdirected (whether or not after their receipt by the Promoter) due to any reason beyond the reasonable control of the Promoter; (d) any variation in prize value to that stated in these Terms and Conditions; (e) any tax liability incurred by a winner or Entrant; or (f) use of a prize The Promoter (including its' officers, employees and agents) excludes all liability for any loss (including, without limitation, indirect, special or consequential loss or loss of profits or opportunity), expense, damage, personal injury or death which is suffered or sustained (whether or not arising from any person's negligence) in connection with this competition including taking or using a prize, except for any liability which cannot be excluded by law (in which case that liability is limited to the minimum allowable by law), including the Non-Excludable guarantees. Any change in value of the prize occurring between the publishing date and date the prize is claimed is not the responsibility of the Promoter.
23. This Program shall be governed by the laws of New South Wales and each Applicant and Organisation agrees to submit to the non-exclusive jurisdiction of the New South Wales Courts.
24. These conditions are governed by the laws of New South Wales.
25. The Promoter is Woolworths Group Limited ABN 88 000 014 675 of 1 Woolworths Way, Bella Vista NSW 2153.