

## CANBERRA COMMUNITY CHEST – PARTNER TERMS & CONDITIONS

The Partner terms and conditions ('Terms') below set out which charities are be eligible to apply for a partner slot in the Canberra Community Chest.

### 1 DEFINITIONS

1.1 In these terms and conditions:

**Applicant** means any eligible Charity, Community Group, or Sporting Club in accordance with clause 3.

**Application** means the application form detailed in clause 4.1.

**Canberra Community Chest** means the yearly charity race held by the Canberra Racing Club.

**Canberra Racing Club** means Canberra Racing Club Inc. which is a registered association incorporation under to the *Association Incorporations Act 1991 (ACT)*.

**Community Group** means a community group in accordance with clauses 3.2(b) and 3.2(c).

**DGR status** means Deductible Gift Recipient, being an entity that is entitled to receive donations which are deductible from a donor's income tax.

**Partner** means either;

- (i) one of the eleven (11) Applicant's selected by the Selection Committee; or
- (ii) the community voted 12<sup>th</sup> Applicant that:
  - A. has been deemed eligible by the Selection Committee; and
  - B. received the most public votes.

**Partner Slot** means one (1) of twelve (12) available Partner positions.

**Prize Money** means \$50,000 in total prize money payable in accordance with clause 7.

**Registered Charity** means a charity registered with the Australian Charities and Not-for-profits Commission (ACNC).

**Runner** means the twelve (12) horses that will run in the Canberra Community Chest.

**Selection Committee** means the committee appointed by the Canberra Racing Club to assess applications for participants in the Canberra Community Chest.

**Sporting Club** means a sporting club in accordance with clauses 3.2(d) and 3.2(e).

### 2 GENERAL

2.1 Upon submission of an Application, these Terms are agreed and create a binding and valid legal agreement between Canberra Racing Club and each Partner.

### 3 ELIGIBILITY

3.1 You may be eligible to apply for a Partner Slot in the Canberra Community Chest if either:

- (a) You are a Registered Charity, Community Group, or Sporting Club based in:
  - (i) the Australian Capital Territory ('ACT');

- (ii) Queanbeyan-Palerang Regional Council area; or
    - (iii) the Yass Valley Council area, or
  - (b) You are an equine welfare related charity.
- 3.2 If you are a Registered Charity, Community Group, or Sporting Club the following conditions apply:
- (a) Registered Charities must be endorsed as having DGR status;
  - (b) Community Groups must have a clear and demonstrated mission to serve the local community;
  - (c) Community Groups must not have annual income exceeding \$3,000,000 in the preceding financial year;
  - (d) Sporting Clubs must a clear and demonstrated mission to serve the local community through the promotion of a sport or activity; and
  - (e) Sporting Clubs must not have annual income exceeding \$3,000,000 in the preceding financial year.
- 3.3 The Canberra Racing Club reserves the right to exclude any potential Partner from participating in the Canberra Community Chest in its absolute discretion, including if:
- (a) the potential Partners values do not align with the Canberra Racing Club values; or
  - (b) that potential Partner could bring the Canberra Racing Club into disrepute.

#### **4 APPLICATION PROCESS**

- 4.1 All eligible Partners must complete an Application, which can be made via the Canberra Racing Club's website at [www.thoroughbredpark.com.au](http://www.thoroughbredpark.com.au);
- 4.2 To be eligible for consideration, completed Applications must be submitted by 5:00pm on the 27<sup>th</sup> September.

#### **5 SELECTION CRITERIA**

- 5.1 The Selection Committee will evaluate Application's based on the following criteria:
- (a) the eligibility of the Applicant as outlined in clause 3.2;
  - (b) The Applicant's alignment with the values and objectives of the Canberra Racing Club and the Canberra Community Chest;
  - (c) The Applicant's willingness and ability to support the event including through promotion, media and race day attendance.

#### **6 OBLIGATIONS TO PARTNER**

- 6.1 The Canberra Racing Club agrees to the following:
- (a) to promote the Canberra Community Chest race on their website, social media channels, and other relevant platforms;
  - (b) to encourage their supporters and members to participate in the event;
  - (c) to designate each elected Partner a horse in the Canberra Community Chest;

- (d) to pay the Prize Money, based on the finishing position of each Partners designated Runner in the Canberra Community Chest as set out in clause 7;

6.2 Each selected Partner agrees to the following:

- (a) to promote the Canberra Community Chest on their website, social media channels, and other relevant platforms;
- (b) to encourage their supporters and members to participate in the event;
- (c) agrees to be named and promoted as a Partner' of the Canberra Community Chest in all relevant promotional material.
- (d) to act as an advocate for the Canberra Community Chest

## **7 PRIZE MONEY**

7.1 The Prize Money will be paid to all Partners in Australian dollars.

7.2 The Prize Money will be allocated to each of the twelve (12) Partners as set out in the below table:

Runner Finishing Position	Amount Payable to Partner
1st	\$25,000.00
2nd	\$7,500.00
3rd	\$5,000.00
4th	\$3,000.00
5th	\$2,000.00
6th	\$1,500.00
7th	\$1,000.00
8th	\$1,000.00
9th	\$1,000.00
10th	\$1,000.00
11th	\$1,000.00
12th	\$1,000.00

7.3 The Canberra Racing Club reserves the right to provide additional monies or benefits from race day operations, in cash or kind, to Partners at their absolute discretion.

## **8 LIABILITY**

8.1 Australian laws may give the Applicant certain rights or limit the operation of certain provisions of these Terms. The limitation set out in this clause is subject to those laws.

8.2 All express or implied warranties, representations, statements, terms and conditions relating to these Terms, not contained in these Terms, are, subject to clause 8.3, excluded from these Terms to the extent permitted by law.

8.3 Nothing in these Terms excludes, restricts or modifies any condition, warranty, right or remedy implied or imposed by any statute or regulation which cannot lawfully be excluded, restricted or modified, which may include Schedule 2 of the *Competition and Consumer Act 2010* (Cth) (**Australian Consumer Law**) and corresponding provisions of State or Territory legislation which contain provisions including implied terms and warranties which operate to protect the purchasers of goods and services in various circumstances.

8.4 If any condition or warranty is implied into these Terms under the Australian Consumer Law, or any equivalent State or Territory legislation and cannot be excluded, and we are able to limit your remedy for a breach of such a condition or warranty, then our liability for breach of the condition or warranty is limited to one or more of the following options depending on whether the failure amounts to a major failure as prescribed under the Australian Consumer Law:

*Our Services come with guarantees that cannot be excluded under the Australian Consumer Law.*

*For major failures with the Services, you are entitled:*

- (i) *to cancel the Agreement with us in respect of the Services; and*
- (ii) *to a refund for the unused portion, or to compensation for its reduced value.*

*If a failure with the Services does not amount to a major failure, you are entitled to have the failure rectified in a reasonable time. If this is not done, you are entitled to cancel the Agreement for the Services and obtain a refund of any unused portion.*

8.5 Subject to Canberra Racing Club's obligations under the implied conditions and warranties referred to in clause 8.3 and 8.4, the maximum aggregate liability for all claims under or relating to these Terms, whether in contract, tort (including without limitation negligence), in equity, under statute, under an indemnity or on any other basis, is limited to an amount equal to any amount paid by under these Terms and Canberra Racing Club is not liable for, and no measure of damages will, under any circumstances, including:

- (a) special, indirect, consequential, incidental or punitive damages; or
- (b) economic loss, loss of profits, revenue, goodwill, bargain, anticipated savings or loss or corruption of data, whether in an action in contract, tort (including without limitation negligence), product liability, statute, under an indemnity or on any other basis, whether or not such loss or damage was foreseeable and even if advised of the possibility of the loss or damage.

## **9 DISQUALIFICATION**

9.1 The Canberra Racing Club reserves the right to disqualify an Applicant or Partner from the Canberra Community Chest if they fail to comply with any of these Terms.

## **10 AMENDMENTS**

10.1 These Terms may be amended from time to time. The Canberra Racing Club may amend these terms and conditions from time to time, and any such amendments will be communicated to all Applicants and Partners.

## **11 GOVERNING LAW**

11.1 These Terms are governed by the laws of the Australian Capital Territory, and any disputes arising in connection with them will be subject to the exclusive jurisdiction of the courts of the Australian Capital Territory.