

The Brisbane Airport Community Giving Fund

Terms and Conditions

The following Terms and Conditions must be read in conjunction with the Brisbane Airport Community Giving Fund Criteria and Guidelines, which together form the terms and conditions of the Brisbane Airport Community Giving Fund program.

By submitting an application, the applicant acknowledges and agrees to the terms and conditions of the Brisbane Airport Community Giving Fund program.

A reference to BAC in these Terms and Conditions means Brisbane Airport Corporation Pty Limited ACN 076 870 650.

1. Applications for a Brisbane Airport Community Giving Fund grant must be submitted via the online application process at www.bne.com.au/givingfund. Applications cannot be submitted by email or post, unless approved by BAC in its absolute discretion.
2. Applications open on the relevant opening date for each round and must be received by 5:00 pm AEST on the relevant closing date for each round (**Relevant Period**).
3. All applications for a Brisbane Airport Community Giving Fund grant must:
 - a. meet eligibility requirements as specified in the Brisbane Airport Community Giving Fund Criteria and Guidelines and these Terms and Conditions;
 - b. entail a project or proposal that benefits a community;
 - c. if required under the Brisbane Airport Community Giving Fund Criteria and Guidelines, be from an Australian registered entity endorsed by the ATO or listed in the tax legislation as a deductible gift recipient, with an Item 1 category (refer to section 7 below); and
 - d. be received by BAC within the Relevant Period,

(collectively, the **Eligibility Criteria**).

4. As the number of applications submitted for a Brisbane Airport Community Giving Fund grant may be substantial, not every application that meets the Eligibility Criteria may necessarily be awarded a grant.
5. All decisions on the eligibility of the applications and any grants made by BAC are at the absolute discretion of BAC. BAC's decision is final and no correspondence will be entered into relating to the decision process, the outcome or otherwise.
6. If an application does not comply with these Terms and Conditions and the Brisbane Airport Community Giving Fund Criteria and Guidelines, it will be deemed invalid and withdrawn from consideration. By submitting an application, the applicant agrees to comply with these Terms and Conditions, the Brisbane Airport Community Giving Fund Criteria and Guidelines and the use of the applicant's personal information in accordance with BAC's Privacy Collection Statement and Privacy Policy on BAC's website at www.bne.com.au/privacy.
7. If required under the Brisbane Airport Community Giving Fund Criteria and Guidelines, BAC will only consider applications from, and award grants to, Australian incorporated organisations that are either endorsed by the Australian Tax Office (**ATO**) or listed by name in the tax law as a deductible gift recipient (**DGR**) with an Item 1 category. If an applicant is unsure of its DGR status, the applicant should check with its professional advisor, the ATO or on the Australian Government's ABN Lookup website at www.abr.business.gov.au. Please refer to the Brisbane Airport Community Giving Fund Criteria and

Guidelines to ascertain whether you need to hold DGR endorsement to apply. BAC may in its absolute discretion, waive this requirement.

8. BAC has the absolute discretion in deciding which, and how many, of the eligible applicants are to be awarded cash or non-cash grants and the amount of each cash grant.
9. BAC intends to award each successful applicant (a **Recipient**), with either:
 - a. a once-off cash grant for the project as specified in the Recipient's application (the **Project**) for an amount as determined by BAC in its absolute discretion. The Recipient will be notified of the final cash grant amount and this amount may vary from the amount originally requested in the Recipient's application;
 - or
 - b. a once-off non-cash grant as specified in the Brisbane Airport Community Giving Fund Criteria and Guidelines,

(each a **Grant**)

10. Unless expressly stated, BAC's products or services will not be provided as part of a Grant.
11. The Grant is a 'gift' from the Brisbane Airport Community Giving Fund, and cash Grants do not attract GST. At BAC's absolute discretion, the Recipient may be required to enter into an agreement with BAC prior to BAC gifting any of the Grant to the Recipient. The Recipient may also be required to confirm the receipt of any cash Grant into their account and provide receipts of the Recipient's use of the cash Grant.
12. The Grant must be used and applied solely for the purpose of the Project.
13. The term of the Grant is 12 months from the date of gifting, and the Recipient must use the full Grant amount within one year of receipt of the Grant.
14. A BAC representative may visit the Project site before and throughout the term of the Grant, at times agreed reasonably between BAC and the Recipient.
15. The Recipient must keep and maintain adequate insurance (including public liability insurance) for the activities carried out by the Recipient in relation to the Project against any claims for loss or damage to property, and injury or death to persons. BAC is not liable for any claims or loss incurred by the Recipient or any third party in respect of the Project.
16. The Recipient will provide a final report in relation to the Project within the earlier of four weeks of the end date of the Project or 12 months of receipt of the cash Grant.
17. If, at any time, the stated purpose of the Project is no longer possible or cannot be completed in the manner described in the application submitted, the Recipient must immediately advise BAC and discuss an alternate use for the cash Grant.
18. Should the actual total costs of the Project be more than the proposed costs of the Project, neither BAC nor any of its related bodies corporate will be responsible or be obliged to pay any monies to the Recipient in excess of the Grant amount.
19. As a condition of the award of a Grant, the Brisbane Airport Community Giving Fund's assistance to the Project must be acknowledged by the Recipient. BAC will provide the Recipient with the appropriate BAC logo and associated guidelines to use in relation to this acknowledgement. To acknowledge the Brisbane Airport Community Giving Fund's assistance, the Recipient must display the BAC logo, or state in writing that the Brisbane Airport Community Giving Fund has assisted with the funding of the Project, in accordance with the associated guidelines provided.
20. All advertising, signage, media releases and other promotional material that contain the BAC logo or a reference to the Brisbane Airport Community Giving Fund must be submitted to and approved by BAC

prior to its production and release. BAC reserves the right to make amendments prior to any such release.

21. BAC may request the use of photos, videos and quotes from the Recipient for marketing purposes including advertising, publications and on websites agreed between BAC and the Recipient. All such materials will become the property of BAC.
22. BAC may request the Recipient to take part in media activities such as photo opportunities, media calls or approvals for quotes for media materials, which the Recipient must not unreasonably refuse.
23. The Recipient must not do or say anything, or cause anyone to do or say anything, which may prejudice, be detrimental to or cause damage to the name and reputation of BAC. The Recipient must comply with all relevant laws in respect of the Project and the Grant.
24. The Brisbane Airport Community Giving Fund can be terminated at any time without notice.
25. These Terms and Conditions, as well as the Brisbane Airport Community Giving Fund Criteria and Guidelines, may be amended or withdrawn at any time at the discretion of BAC. BAC will publish any revised Terms and Conditions, as well as any revised Brisbane Airport Community Giving Fund Criteria and Guidelines, at www.bne.com.au/givingfund. Applicants should visit this website from time to time to review the then current and effective terms.