

# 2017-2020

## COMMONWEALTH BANK STAFF COMMUNITY FUND COMMUNITY GRANTS GRANT GUIDELINES.

Staff  
**Community**  
Fund

Part of the  
Commonwealth Bank Group



# 2017-2020 Commonwealth Bank Staff Community Fund Community Grants.

## Grassroots Grant Guidelines

This document (the “**Guidelines**”) sets out the application process for Organisations wishing to apply to take part in the 2017-2020 Commonwealth Bank Staff Community Fund Community Grants program (the “**Program**”) operated by the Commonwealth Bank of Australia (the “**Bank**”). Any communications you or your Organisation receives from the Bank in relation to the Program will also form part of these Guidelines.

If your Organisation wishes to apply for a Community Grant, please review these Guidelines carefully before submitting your Organisation’s 2017-2020 Commonwealth Bank Staff Community Fund Community Grants Application Form (the “**Application Form**”). All Applications must comply with these Guidelines. By submitting an Application Form, your Organisation agrees and acknowledges that it is bound by these Guidelines, any terms and conditions contained in the Application Form, as well as any amendments which the Bank may make to these Guidelines from time to time, in its absolute discretion.

### 1 Funding

- a) The Community Grants are funded by the Commonwealth Bank Staff Community Fund (the “SCF”). The SCF is a fund established by the Bank and aims to support the wellbeing of Australian youth by providing funding to a range of children’s charities.
- b) The SCF is managed by a committee that is comprised of employees of the Bank.
- c) Each year, the SCF provides grants to organisations across Australia, which provide charity services to children and young persons.

### 2 Program

- a) The Program operates from 6 March 2017 (the open date for any applications) to 1 October 2020 (one year after any grants are given for 2019 (see clause 4)) (the “**Term**”) and subject to the terms of the Guidelines, an Organisation may be eligible (subject to the submission of a successful application and to the terms of these Guidelines) to receive one Community Grant per calendar year (calculated from the date that the first Community Grant is given), per successful application, for the Term.

### 3 Eligibility to Apply

- a) To be eligible to receive a Community Grant, each applying organisation (the “**Organisation**”) must:
  - i) run, manage, conduct or implement programs (each, an “**Eligible Youth Program**”) that support children and youth, up to the age of twenty-one years old in Australia; be endorsed with Deductible Gift Recipient (“**DGR**”) status by the Australian Tax Office or Australian Charities and Not-for-profits Commission and maintain DGR status for the Term;
  - ii) in respect of its DGR status, be covered by Item 1 of the table in section 30-15 of the **Income Tax Assessment Act 1997 (Cth)**; and
  - iii) Hold a current bank account in Australia in its name.
- b) An Organisation may lodge more than one Application Form to apply for more than one Community Grant for separate Eligible Youth Programs but only where each Eligible Youth Program:
  - i) is conducted in a separate location from any other Eligible Youth Program which is the subject of an application for a Community Grant; or is managed by separate parts/divisions/sectors of the Organisation which operates out of its own distinct territorial location (eg. a State/Territory or part of a State/Territory).
- c) Application Forms lodged under these Guidelines will only be considered for a Community Grant which is to be awarded during the Term, and the granting of a Community Grant to an Organisation at any stage during the Term does not guarantee the provision of a Community Grant:
  - i) in any calendar year for the remainder of the Term; or

- ii) at any time after the Term.
- d) In addition, whether an Organisation has received a Community Grant in previous years in respect of the same or a similar Eligible Youth Program is no indication that a Community Grant will also be awarded to that Organisation during the Term.
- e) Applications must not be lodged unless all the eligibility criteria under this clause 3 are met. Once an application has been lodged, your Organisation must notify the Bank if it becomes aware, or suspects that any of the criteria under this clause 3 are not being met or will or may not be met at any stage during the Term.
- f) If the Bank becomes aware that any of the criteria under this clause 3 will not or may not be met in respect of an Organisation's application, then the Bank may, in consultation with the SCF and in its sole discretion:
  - i) disqualify that Application Form; or
  - ii) where an Organisation has lodged more than one for Application Form in relation to more than one Eligible Youth Program run by the one Organisation, disqualify any or all of the Application Forms from that Organisation.

#### 4 Amount of Community Grant

- a) Subject to clauses 4(b) and d), the maximum amount payable by the SCF for each successful application will be \$10,000 per year, during the Term. However, the SCF, in its absolute discretion, may choose to pay an amount less than \$10,000 (the "**Community Grant**").
- b) Subject to the terms of these Guidelines, SCF may, but is not obliged to provide, to each successful applicant, a Community Grant once in each calendar year for the Term.
- c) For the avoidance of doubt, the maximum aggregate amount that an Organisation may receive during the Term for each successful application it submits, is \$30,000, being three \$10,000 Community Grants per calendar year.
- d) Your Organisation acknowledges and agrees that the provision of Community Grants by SCF is discretionary. If SCF chooses to provide the Community Grants, this will be done on an annual basis, and under no circumstances will SCF advance any amount to an Organisation in anticipation of a future Community Grant.

#### 5 Opening and Closing Dates

- a) Application Forms applying for a Community Grant must be submitted online at [www.commbank.com.au/grants](http://www.commbank.com.au/grants) and must be properly completed and successfully submitted by no later than 11.59pm AEDT on 31 March 2017 (the "**Application Deadline**").
- b) For certainty, under no circumstances will the Bank accept any Application Form submitted after the Application Deadline. It is your Organisation's responsibility to ensure its Application Form is properly completed and successfully submitted before the Application Deadline.

#### 6 Submitting an Application

- a) APPLICATION FORMS MUST NOT INFRINGE THE INTELLECTUAL PROPERTY RIGHTS OF ANY PERSON OR ENTITY AND THE ORGANISATION MUST INDEMNIFY THE BANK AND SCF AGAINST ANY CLAIM MADE AGAINST THE BANK OR SCF ALLEGING THAT THE BANK'S USE OF THE APPLICATION FORM OR THE INFORMATION INCLUDED IN AN APPLICATION FORM INFRINGES THE INTELLECTUAL PROPERTY RIGHTS OF ANY PERSON OR ENTITY.
- b) Application Forms must address the requirements as set out in the Application Form and on this website - [www.commbank.com.au/grants](http://www.commbank.com.au/grants). All sections of the Application Form must be completed before being submitted and only properly completed Application Forms will be considered for a Community Grant.
- c) Applications Forms that exceed the word limits to responses (as specified) will not be considered for a Community Grant.
- d) Images, graphics, files or supporting evidence are not permitted as part of Application Form.
- e) By submitting an Application Form you agree to:

- i) receive emails or other correspondence from the Bank or any person or entity engaged by the Bank regarding your application and the Program generally, or regarding products or services offered by the Bank Group; and
  - ii) participate in any surveys conducted by or on behalf of the Bank or SCF regarding the Program.
- f) Please email **staffcommfund@cba.com.au** if your Organisation has any problems with its online Application Form. Your Organisation acknowledges and agrees that although the Program persists for the Term, this in no way guarantees receiving a Community Grant in each year of the Term.
- g) If you become aware that your Organisations' Application Form is incorrect or requires amending/editing/ updating, you must resubmit your Application Form with the correct and amended/edited/updated information as soon as reasonably practicable. If your Organisation's Application Form is submitted prior to, but resubmitted after Application Deadline, then the SCF may, in its absolute discretion, reject your Organisation's application.

## 7 Review of Applications

- a) Chance plays no part in obtaining a Community Grant. All Application Forms will be reviewed by the committee of the SCF and all decisions (including but not limited to the allocation of the Community Grants) by the SCF committee are final and no correspondence will be entered into with your Organisation or any other party (except as required by law), regarding allocation of the Community Grants or the decision making process generally.
- b) Neither the Bank nor the SCF will provide individual feedback to Organisations about their Application Forms.
- c) Application Forms will not be returned to applicant Organisations and your Organisation acknowledges and agrees that it is the responsibility of your Organisation to retain a record if its application.

## 8 Expenditure of Grant Funds

- a) Successful Organisations will receive their Community Grant payment no later than 1 November in the relevant year of the Term.
- b) Organisations which are awarded a Community Grant in a particular calendar year during the Term must only use their Community Grant to implement their Eligible Youth Program, as outlined in their Application Form.
- c) Organisations may supplement their Community Grant with additional funds from another source. However, in submitting their Application Form for a Community Grant, Organisations should not assume their application will receive an award of \$10,000 (please note, the amount of the Community Grant is at the discretion of the SCF – see clause 4).
- d) If an Organisation receives a Community Grant in any calendar year during the Term, then that Organisation must spend their Community Grant within 12 months of the date on which they receive the Community Grant or they may be required to return all or part of the Community Grant for the relevant year.
- e) The Organisation acknowledges and agrees that if the an Organisation has not satisfied the requirements of this clause 8 in a particular calendar year during the Term, then SCF may, in its absolute discretion, withhold the payment of the subsequent yearly instalments of the Community Grant to that Organisation for the remainder of the Term.
- f) ORGANISATIONS ARE RESPONSIBLE FOR ENSURING THAT ANY COMMUNITY GRANT IS SPENT IN A MANNER THAT COMPLIES WITH ALL APPLICABLE LAWS. THE BANK IS NOT RESPONSIBLE FOR ANY ILLEGAL ACTIVITY WHICH TAKES PLACE, WHETHER INTENDED OR NOT, IN CONNECTION WITH AN ORGANISATION'S USE OF A COMMUNITY GRANT.

## 9 Announcement of Organisations Awarded a Grant

- a) Organisations awarded a Community Grant will be notified by e-mail on or around 5 July in the relevant year of the Term.
- b) Successful Organisations will receive payment by bank cheque made out to the name of the Organisation submitting the Application Form.

- c) Bank cheques for Community Grants may, at the SCF's discretion, be issued by post or in person. The Bank or the SCF may organise media coverage in connection with the payment of a Community Grant and/or issuing of a bank cheque (see clause 10).
- d) Upon receipt of the Community Grant payment, the Organisation must provide the SCF, within 5 days of being paid the Community Grant, a tax deductible receipt (the grant is genuine gift and does not have a GST component) evidencing payment of the Community Grant. The tax deductible receipt should be sent to:

**The Manager, Community Grants**

**Commonwealth Bank of Australia**

**Level 5, Tower 1**

**201 Sussex Street**

**Sydney NSW 2000**

- e) An Organisation awarded a Community Grant must not nominate a third party to receive the Community Grant payment or authorise payment of the Community Grant to a third party. SCF will not award and will not pay a Community Grant payment to any third party nominated by the Organisation that applied for the Community Grant. For certainty, SCF will not make the Community Grant payment to a Related Body Corporate (as that term is defined in the **Corporations Act 2001** (Cth)) of the Organisation applying for the Community Grant.

## **10 Promotion of Successful Grant Recipients**

- a) The SCF may promote the Program and Organisations who have been awarded a Community Grant. Organisations awarded a Community Grant agree to be included in various promotional, media, communication and marketing material and mediums and will co-operate with the SCF and the Bank in promoting the Program.
- b) It is your responsibility to ensure that any attendees from or associated with your Organisation are aware that there may be media coverage and have provided their consents for their image or likeness to appear in media in any channel. Where an attendee is a minor then it is your responsibility to ensure that the relevant consents or releases have been obtained from the responsible parents/guardians of that minor.

## **11 Use of information for other Bank initiatives**

- a) Organisations agree that Application Forms upon lodgement will become the property of the Bank.
- b) The Bank may use, retain, copy and reproduce the Application Forms and the information contained in them, at its sole and absolute discretion.
- c) Organisations acknowledge and agree that in the event that their application is successful and they are awarded a Community Grant:
  - i) the Bank and SCF may use all information contained in the Application Form for conducting further research, evaluation and development of resources in relation to Australian children and youth grants; and
  - ii) all intellectual property rights in all work that may be developed from such research evaluation and development will be owned by the Bank.

## **12 Privacy Statement**

- a) The Bank (in respect of the SCF) collects personal information including (but not limited to) name and contact details for the purpose of administering and promoting this Program and the Community Grants. Organisations may access and correct private information held by SCF or the Bank by contacting [staffcommfund@cba.com.au](mailto:staffcommfund@cba.com.au).
- b) The Organisation acknowledges that the Bank and SCF may:
  - i) engage external providers, entities and organisations to undertake any of the Bank's functions and obligations under this Program including but not limited to: organising and hosting the Program and any related surveys, collecting Application Forms and collecting data and information regarding the

Organisations for and on behalf of the Bank and SCF, and performing promotional activities. Your Organisation agrees that the Bank and SCF may disclose personal information to external providers and organisations that it outsources certain functions to throughout the Program and consents to such external providers, Bank Group members, and organisations collecting information regarding the Organisation as part of the Program; and

- ii) disclose your personal information to its Related Bodies Corporate (as that term is defined in the **Corporations Act 2001** (Cth)) (“the **Bank Group**”).
- c) The Bank agrees that it complies with its obligations under the **Privacy Act 1988** (Cth) regarding any personal information collected by the Bank as part of the Program and will not use your personal information other than as set out in these Guidelines.

### 13 Organisation Feedback Survey

- a) For the SCF to evaluate the ongoing success of the Program, Organisations awarded a Community Grant must complete the feedback survey which collects information on how the Community Grants funds have been spent and to assess the strengths and weaknesses of their Eligible Youth Program (“**Feedback Survey**”).
- b) In accepting the Community Grant, the Organisation can complete the Feedback Survey and return it to the Bank by 1 October in the following year that the Organisation received the relevant Community Grant.

### 14 General

- a) No responsibility is accepted by the SCF for applications that are late or not received, or entries with incorrect or incomplete details, for any reason (including where due to factors outside the Organisation’s control).
- b) TO THE EXTENT PERMITTED BY LAW, SCF, THE BANK AND THE BANK GROUP AND THEIR DIRECTORS, OFFICERS, EMPLOYEES AND AGENTS, WILL NOT BE LIABLE FOR:
  - i) ANY LOSS OR DAMAGE, WHATSOEVER WHICH IS SUFFERED OR SUSTAINED (INCLUDING BUT NOT LIMITED TO INDIRECT OR CONSEQUENTIAL, FINANCIAL OR OTHER LOSS); OR
  - ii) ANY PERSONAL INJURY SUFFERED OR SUSTAINED, IN CONNECTION WITH AN ORGANISATION’S PARTICIPATION IN THE PROGRAM OR THE RECEIPT OR USE OF THE COMMUNITY GRANT BY AN ORGANISATION OR ANYONE PARTICIPATING WITH THAT ORGANISATION.
- c) This Program shall be governed the laws of New South Wales and each Organisation agrees to submit to the non-exclusive jurisdiction of the New South Wales courts.
- d) THE BANK MAY AT ANY TIME AND AT ITS OWN DISCRETION AMEND THESE GUIDELINES OR THE PROGRAM AND MAY CEASE THE PROGRAM OR ELECT NOT TO AWARD ANY COMMUNITY GRANTS.
- e) Your Organisation is responsible for all costs associated with applying for a Community Grant.
- f) SCF, the Bank or their external providers are not responsible for any problems or technical malfunction of any telephone network or lines, computer online systems, servers or providers, computer equipment, software, technical problems, or traffic congestion on the internet or any website, or any combination thereof (including, but not limited to) any injury or damage to participants or any other person’s computer related to or resulting from participation in or downloading any information regarding the Program.
- g) Your Organisation acknowledges that it places no reliance on, and the Bank and the SCF have not made any promise or representation, in connection with the Organisation’s chances of receiving a Community Grant.
- h) Your Organisation must not engage in any publicity or make any public announcement in relation to its applying for or receiving a Community Grant unless it has first received the Bank’s written consent.

### 15 Repayment of Community Grant

- a) Subject to clause 15b), if an Organisation is awarded a Community Grant and:
  - i) the Organisation does not use the Community Grant as set out in these terms and conditions;

- ii) the Organisation breaches these Guidelines;
- iii) the Organisation does not provide the Bank with a tax deductible receipt within 5 days of receiving the Community Grant payment;
- iv) the Organisation does not hold an Australian bank account in its own name into which the Community Grants payment can be paid;
- v) the Organisation nominates a third party to receive the Community Grant payment;
- vi) the Organisation does not have DGR status at the time of the Community Grant being awarded;
- vii) the Organisation does not provide the Bank with information, documentation or material as required under these guidelines by the time specified in these guidelines;
- viii) it is subsequently determined that the Organisation was not eligible for a Community Grant; or
- ix) the Bank's or SCF's association with the Organisation may or would, in the opinion of the Bank, SCF or the Bank Group, adversely affect the Bank Group's brand, name, reputation or image,

then:

- x) the Organisation must repay any Community Grant paid to the Organisation back to the SCF; and
  - xi) SCF may, in its absolute discretion, withhold the payment of the Community Grant to that Organisation, for any of the remaining calendar years in the Term.
- b) If an Organisation is awarded a Community Grant in a particular year during the Term, but the Organisation becomes unable to run, manage, conduct or implement the Eligible Youth Program specified in its successful application, then the SCF in its absolute discretion may:
- i) withhold the payment of the Community Grant to that Organisation, for any of the remaining calendar years in the Term; and
  - ii) provide the Community Grant to the same Organisation, provided that the amount of the Community Grant is applied in respect of a different Eligible Youth Program in accordance with clause 8; or
  - iii) provide the Community Grant to another Organisation.
- c) If a Community Grant is provided to another Organisation in accordance with clause 15(b) above, then the original Organisation must repay any Community Grant paid to that Organisation back to the SCF.
- d) If a Community Grant is provided to an Organisation in respect of a particular Eligible Youth Program and, in any year during the Term, the nature of the Eligible Youth Program materially changes, then:
- i) SCF may, in its absolute discretion, order the Organisation to repay the amount of any Community Grants received in respect of that Eligible Youth Program throughout the Term and may elect to discontinue the relevant Organisation's participation in the Program for the remainder of the Term; and
  - ii) the relevant Organisation must promptly return the amount of any Community Grants awarded to it throughout the Term.

## **16 Receipt of Promotional Material**

- a) By submitting an application the Organisation expressly agrees that SCF, the Bank and its external providers may collect personal information of the Organisation and provide such personal information to the Bank Group for the purposes of promoting other products, promotions, programs and services offered by the Bank Group, which may be of interest to the Organisation.
- b) By submitting an application the Organisation agrees to receive information about the Bank Group's products, promotions and services in any medium, including but not limited to commercial electronic communications.