

COMMUNITY KICKSTART GRANT PROGRAM

TERMS AND CONDITIONS

1. Information on how to apply and the grant form part of these Terms and Conditions. Application and participation in this “Community Kickstart Grant Program” (the “**Program**”) is deemed acceptance of these Terms and Conditions.
2. Applications are only open to Australian registered community organisations that provide benefits to a community, local community groups and voluntary organisations who have not previously been winners/grant recipients as part of the Program in either 2022 or 2023. Organisations not based within a local community must be able to demonstrate that they provide benefits to a local community. All applicant organisations must hold a valid Australian Business Number (ABN) to apply.
3. The Promoter is ISPT Pty Ltd (ABN 28 004 582 423) of Level 11/8 Exhibition St, Melbourne VIC 3000 (the “**Promoter**”).
4. Program starts 22/07/24 and applications close at 11:59pm AEST on 25/08/24 (“**Application Period**”).
5. To apply for the Program, an authorised representative of an applicant organisation must complete an application form, which is available at isptcommunitykickstart.com, complete all questions and submit all details about their applicant organisation, including without limitation, why they would like a grant and how they would use it, and submit the fully completed application form along with any required accompanying documentation (as outlined on the application form) during the Application Period.
6. The Promoter reserves the right, at any time, to verify the validity of applicants and applications and reserves the right, in its sole discretion, to disqualify any applicant who the Promoter has reason to believe has breached any of these Terms and Conditions, tampered with the application process or engaged in any unlawful or other improper misconduct calculated to jeopardise fair and proper conduct of the Program. Errors and omissions may be accepted at the Promoter’s discretion. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights. The Promoter’s legal rights to recover damages or other compensation from such an offender are reserved.
7. Incomplete, indecipherable or illegible applications will be deemed invalid.
8. Only one (1) application permitted per applicant organisation.
9. The assessment and judging of all applications will take place from 26/08/24 to 06/09/24. Winners will be announced on 10/09/24. The judges may select additional reserve applications which they determine to be the next best, and record them in order, in case of an invalid application or ineligible applicant.
10. Successful grant recipients will be notified by telephone and email.

11. This Program is judged on skill and merit and chance plays no part in determining a winner. Each application will be individually judged based on the criteria set out in the application form.
12. The Promoter's decision is final and no correspondence will be entered into.
13. Applications will be grouped depending on which shopping centre their application was submitted for. The best valid applications, as determined by the judges, for each centre (including 19th Avenue Shopping Centre (NSW), Banksia Grove Village (WA), Central West Shopping Centre (VIC), Gungahlin Village (ACT), Lakelands Shopping Centre (WA), Kellyville Village (NSW), Kincumber Village (NSW), Mill Park Village (VIC), Richmond Marketplace (NSW), Showgrounds Village (VIC), The Ponds Shopping Centre (NSW), Wagga Wagga Marketplace (NSW), and Warners Bay Village (NSW)) will each be awarded a community grant of AUD\$10,000. The best valid applications, as determined by the judges, for Katoomba Village, (NSW), Taylors Hill Village (VIC), Tarneit West Village (VIC) and Winmalee Village (NSW) will each be awarded a community grant of AUD\$ 5,000. Grants will be awarded as a cheque made out to the winning organisation. For avoidance of doubt, grants will be awarded in the name of the organisation and not the authorised representative who submitted the application.
14. Total grant value to be awarded under the Program is AUD\$150,000. Grants are not transferable or exchangeable, unless otherwise specified.
15. All non-winning applications will receive one (1) week (made up of seven (7) consecutive days) of free casual mall leasing at their relevant centre, which must be taken on or before 30/06/25.
16. All applications become the property of the Promoter. As a condition of entering this Program, each applicant agrees to assign all of their rights, title and interest (including copyright) in and to their application to the Promoter. Applications will not be returned to any applicant.
17. All grant recipients must complete an acquittal form on isptcommunitykickstart.com on or before 30/06/25. Incomplete or non-submitted acquittal forms will result in an organisation being ineligible for future grant applications.
18. Applicants may engage an auspice organisation that meets the definition of a not-for-profit organisation or an incorporated association or provide a service or activity primarily considered the responsibility of the State or Federal Government whereby the initiative is outside of their core business.
19. Applicants consent to the Promoter using their name, likeness, image and/or voice in the event they are a grant winner (including photograph, film and/or recording of the same) in any media for an unlimited period without remuneration for the purpose of promoting this Program (including any outcome), and promoting any products manufactured, distributed and/or supplied by the Promoter.
20. If this Program is interfered with in any way or is not capable of being conducted as reasonably anticipated due to any reason beyond the reasonable control of the Promoter, including but not limited to technical difficulties, pandemic,

unauthorised intervention or fraud, the Promoter reserves the right, in its sole discretion, to the fullest extent permitted by law (a) to disqualify any applicant; or (b) to modify, suspend, terminate or cancel the Program, as appropriate.

21. Nothing in these Terms and Conditions limits, excludes or modifies 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 similar consumer protection laws in the States and Territories of Australia ("**Non-Excludable Guarantees**"). Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Promoter (including its respective officers, employees and agents) 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 the Program.
22. Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, 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 grant 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 tax liability incurred by an applicant organisation; or (e) use of a grant.
23. The Promoter collects personal information ("**PI**") of authorised representatives in order to conduct the Program and may, for this purpose, disclose such PI to third parties, including but not limited to agents, contractors, service providers and suppliers. Entry is conditional on providing this PI. The Promoter will also use and handle PI as set out in its Privacy Policy, which can be viewed at <https://ispt.com.au/privacy-policy/>.
24. The Privacy Policy contains information about how individuals may opt out, access, update or correct their PI, how individuals may complain about a breach of the Australian Privacy Principles or any other applicable law and how those complaints will be dealt with. The Promoter will not disclose PI to any entity outside of Australia.