

Terms and conditions
2019 ANZ & Sydney Mardi Gras Community Grants

1. The promoters are Australia and New Zealand Banking Group Limited (**'ANZ'**) ABN 11 005 357 522 of 833 Collins Street, Docklands Vic 3008 and Mardi Gras Arts Pty Ltd (**'SGLMG'**) ABN 41 158 800 018 of Suite 6, 94 Oxford St, Darlinghurst NSW 2010 (ANZ and SGLMG together the **'Promoters'**).
2. Information on how to enter and prizes forms part of these terms and conditions of entry. Entry into the promotion constitutes acceptance of these terms and conditions.
3. Applications are open to groups, entities or individuals that are part of or associated with the Australian LGBTQI community, and whose initiatives are for the benefit of the LGBTQI community (**'Eligible Entrant'**).
4. The promotion commences at 1pm AEST on Tuesday, 27 August 2019 and closes at 11.59pm AEDT on Sunday 6 October 2019 (**'Promotional Period'**).
5. To enter the promotion, Eligible Entrants must, within the Promotional Period, complete and submit the grants application online, promoted on the Promoters' websites (www.anz.com/mardigrasgrants) and (www.mardigras.org.au/grants), with the entry form hosted by the Promoter at www.anz.com/mardigrasgrants, and all data and entries submitted to the Promoter). All entries are deemed to be received at the time of receipt by the promoter, not at the time of transmission by the person. All times stated in these terms and conditions are AEST as applicable in Victoria.
6. The grants application form will require the Eligible Entrant to clearly state the name of the group, entity or individual applying to receive the grant, list a contact person's full name, email, phone number and complete entry details in accordance with the form which includes specifying the grant category:
 - Education and Training
 - Creation, Arts and Culture
 - Community Development (including sporting groups)
 - Independent submissions (entrant may nominate their own category)

and grant amount of either:

- \$2,500
- \$5,000
- \$7,500

or

- \$10,000).

In addition an entry may include a video link via Vimeo or YouTube, or images (maximum file size photo limit is 2MB), or supporting PDFs of designs or other documentation (not compulsory) to support the response to the entry questions. The maximum file size is 5MB. There is a limit of one entry per person and entity. An Eligible Entrant can only win one grant. The Eligible Entrant must ensure that correct details are entered into the grants application form so that the Promoters may contact the Eligible Entrant in the event that their entry is a winning entry. By entering the promotion you acknowledge and agree that the Promoters may use all information contained in the grants application form for purposes including evaluation of the application, conducting marketing, promotional and research activities and all applications become the sole property of the Promoters.

7. The Promoters accept no responsibility for late, lost or misdirected entries, including delays due to technical disruptions, network congestion or for any other reason.

8. The Promoters' panel of judges will reserve the unconditional right to withdraw the grant if an application is found to contain false and/or misleading information. The Promoters retain the right to investigate and verify any information provided in an entrant's application.
9. A panel of the Promoters' appointed judges will review all applications that are eligible for consideration based on the following factors:

Application Factors:

- Benefit that the project brings to the LGBTQI community
- Creativeness and ingenuity of the project
- Demonstrated capacity for the applicant to deliver the project
- Demonstrated budgeting and project planning

Environmental Factors:

- Ensuring grants are distributed equitably across the lesbian, gay, bisexual, transgender, queer and intersex communities
- Ensuring grants are distributed equitably across a range of location in Australia
- Ensuring grants are distributed across a diverse range of projects from the applicant pool.

The judges will assess the merits of each application in their discretion and will ultimately determine any successful applications, in whole or in part. Winning applications will be selected at the discretion of the panel of appointed judges.

The judges' decision is final and no correspondence will be entered into.

Winners will be announced by publication on www.anz.com/mardigrasgrants and <http://www.mardigras.org.au> on Monday 28 October 2019 once they have been contacted. Winning entrants may also be promoted on ANZ and SGLMG social media channels.

10. The SGLMG will contact winners by phone and by email using contact details provided in the Eligible Entrant's grants application on 28 October 2019. In the event that the promoter is unable to contact a successful applicant after three attempts, that applicant will forfeit the grant and the judges will select another successful application in their place.
11. Subject to clause 9, each winning entry will receive a grant in the category selected in their entry form to the value nominated in their entry form by the panel of judges, to be provided to the Eligible Entrant in the relevant entry.
12. Each winning Eligible Entrant will be required to complete the initiative that the grant will be used for within 12 months of receiving the money unless otherwise agreed to by the Promoters. Upon completion winning Eligible Entrants will need to submit a complete post-project report, showing a realised budget and documentation of the project. The Promoter reserves the right to ask for receipts for the project expenditure to validate the final project budget and use of the grant, and will be required to refund the grant amount to the Promoters if a post-project report is not submitted.
13. The Promoters reserve the right in their sole discretion to disqualify any Eligible Entrant which the Promoters have reason to believe has breached any of these conditions or in the opinion of the Promoters, has engaged in conduct in entering the promotion which is fraudulent, misleading, deceptive or generally damaging to the goodwill or reputation of the promotion and/or the Promoters.

14. The total value of all grants is up to the value of \$100,000 (including GST). There will be a specific number of grants available across the 4 categories specified in Clause 6:
 - 1 x \$2,500
 - 1x \$5,000
 - 1x\$7,500
 - 1x \$10,000
15. Each grant is not exchangeable or transferable.
16. Tax implications may arise from the prize winnings. Independent advice should be sought.
17. The Promoters reserve the right to rejudge in the event of an entrant being unable to satisfy these terms and conditions or forfeiting or not claiming a prize. For any element of the prize that remains unclaimed or forfeited through ineligibility or otherwise by 2pm on the Friday, 6 December 2019, the winner will forfeit that portion of the prize and no compensation will be paid in lieu.
18. Each winning Eligible Entrant (including their representatives and members) consents to their names, images, photographs and original entry being used by the Promoters for future promotional, marketing and publicity purposes, without compensation.
19. Each Eligible Entrant's personal information is collected for the purposes of conducting this promotion. Any disclosure of such information will be made as required by law and in accordance with these terms and conditions. The Promoters may disclose your information to third parties who are assisting the Promoters, their service and content providers (including those located outside Australia) and to the Promoters' related companies, including those located outside of Australia.
20. The Promoters are not liable for any loss or damage whatsoever which is suffered (including but not limited to indirect or a consequential loss), or for personal injury suffered or sustained as a result of taking any prize, except for any liability that cannot be excluded by law.
21. The Promoters will not be liable for any loss or damage whatsoever resulting from incorrect details being lodged by entrants.
22. The Promoters reserve the right to vary the rules of the promotion or any prizes offered or cancel the competition if they are no longer able to run the promotion due to reasons beyond their control, subject to law. The Promoters will not be liable for any losses to any party arising from any variation or cancellation.
23. The Promoters are not responsible for any incorrect or inaccurate information or for any of the equipment or programming associated with or utilised in this competition, or for any technical error, or any combination thereof that may occur in the course of the administration of this competition including any omission, interruption, deletion, defect, delay in operation or transmission, communications line or telephone, mobile or satellite network failure, theft or destruction or unauthorised access to or alteration of entries.
24. The laws of Victoria, Australia govern the terms and conditions of this promotion.