

AO Community Grants – Terms and Conditions

AO Community Grants are funded and administered by Tennis Australia Limited ACN 006 281 125 ('**Tennis Australia**'). The AO Community Grants program is designed to demonstrate how tennis can have a positive impact in communities across Australia. The following terms and conditions apply to the AO Community Grants program:

1. Applications are open to those organisations and individuals as set out in the "Eligible Applicants" section of the Community Grants Program Guidelines ('**Application Guidelines**') available at <https://www.tennis.com.au/play/inclusion-and-diversity/community-grants>.
2. If an Application does not comply with these terms and conditions or the Application Guidelines, it will be ruled invalid and withdrawn from consideration.
3. To apply for a grant, applicants must accurately and truthfully complete the AO Community Grants Application Form available online at <https://www.tennis.com.au/play/inclusion-and-diversity/community-grants>.
4. To be considered for the AO Community Grants program, completed Applications must be submitted by the deadline set out in the Application Guidelines.
5. These terms and conditions are to be read in conjunction with the completed Application Form, the Application Guidelines and the eligibility criteria detailed in the Application Guidelines (collectively, '**the Application Documentation**').
6. The Application Documentation forms the terms of agreement for the distribution of the grant.
7. As the number of responses may be substantial, not every application that meets the selection criteria will necessarily receive a grant. Tennis Australia will consult with the Member Associations (**MA**s) to assess grant applications. The ultimate decision as to who grants will be awarded to, and the amount of the grant is at the ultimate discretion of Tennis Australia, and guided by the principles set out in the Application Guidelines.
8. By submitting a completed Application Form, applicants and successful grant recipients consent to Tennis Australia and the MAs disclosing the information provided in the Application Form for the purposes of conducting the AO Community Grants program, reviewing, processing and awarding the grants and any other matter connected to or incidental to the program.
9. Applicants and recipients may be contacted by Tennis Australia or one of the MAs, and/or their representatives, directly for the purpose of validation of information contained in the completed Application Form and due diligence. All completed Application Forms become the property of Tennis Australia.
10. Tennis Australia reserves the right, at any time, to verify the validity of information contained in the Application Forms and to disqualify any applicant that submits an Application Form that is not accurate, truthful or that does not otherwise comply with these terms and conditions.
11. Grant recipients must submit tax invoices to Tennis Australia in accordance with the requirements set out in the Application Guidelines. Tennis Australia will not make any grant payment to a grant recipient until it has received a valid tax invoice from the grant recipient.
12. If the grant recipient fails to comply with the timelines and due dates set out in the Application Guidelines, TA may, in its absolute discretion, revoke its decision to award the grant to the grant recipient and the grant recipient will forfeit the grant.
13. Applicants should check the nature of any supply made by Tennis Australia with their taxation adviser. Notwithstanding, any grant from the AO Community Grants program is a 'gift' and gifts under income tax legislation do not attract GST. A receipt may be requested by Tennis Australia to confirm arrival of the gift.
14. If, at any time, the purpose of the grant funded project no longer exists or the project is no longer able to be achieved in the manner described in the completed Application Form, the grant recipient must advise Tennis Australia to discuss alternate options.

15. Tennis Australia may vary the amount of the grant at any time and at their sole discretion.
16. Tennis Australia may request the grant recipient to provide public acknowledgement of the grant funding.
17. All Grant Material, use of any Tennis Australia logo (if applicable) and/or any reference to Tennis Cares or #tenniscare by the grant recipient is subject to approval by Tennis Australia prior to use.
18. The grant recipient acknowledges the importance of maintaining the good name and reputation of the AO Community Grants program, Tennis Australia and the MAs.
19. The grant recipient may be requested to provide general assistance with promotional or marketing campaigns being run by Tennis Australia, or any other corporate government partner in relation to the AO Community Grants program. For example, Tennis Australia may request the grant recipient to provide photos, quotes and other materials for marketing or promotional campaigns (**Marketing Materials**), which will become the property of Tennis Australia for use in marketing, promotional, advertising and other related purposes without any payment being made to the grant recipient. The grant recipient and Tennis Australia will work together to obtain all necessary consents from third parties to enable Tennis Australia to use the Marketing Materials.
20. The grant recipient, and any members of the grant recipient's club, consent to Tennis Australia, its MAs and its government and commercial partners taking images of the project funded by the AO Community Grants program, and that any such photographs or video footage may be used by the above organisations for use in promotional, advertising or marketing materials, without any further notice or payment to the grant recipient or the members of the grant recipient's club.
21. Tennis Australia is not liable for any loss, damage or personal injury suffered or sustained in connection with, or as a result of, the AO Community Grants program, use of a grant, or participation in the program.
22. The grant recipient agrees to indemnify, and keep indemnified, Tennis Australia its officers, employees and agents against any loss, liability, injury or death incurred by Tennis Australia including any loss or damage to their property, or loss or expense incurred by them in dealing with any claim against them) howsoever arising from or in connection with any acts, omissions and/or negligence of the grant recipient, its employees or its agents in relation to the AO Community Grants program.
23. The grant recipient must keep and maintain adequate insurance (including public liability insurance) for the activities carried out in relation to this program, or projects the subject of this program, against any claims for loss or damage to property and/or injury or death to persons.
24. An authorised Tennis Australia or MA representative may, where appropriate, visit the program project site before, during and after the funding period, at times agreed by both parties.
25. The AO Community Grants program can be suspended or terminated at any time by Tennis Australia without notice.

These terms and conditions may be amended or withdrawn at the discretion of Tennis Australia. In such instances, revised conditions will be published at <https://www.tennis.com.au/play/inclusion-and-diversity/community-grants>. Applicants should visit the website from time to time to review the current and effective terms and conditions.