

SunSmart Shade Initiative Terms and Conditions

Participating organisation eligibility and responsibilities:

- Applying for this grant is deemed acceptance of these Terms and Conditions.
- All parts of your organisation's application are completed and accurate at the time of filling in the application. The applicant accepts that any application that is late or incomplete will not be considered.
- The closing date for applications is November 19, 2021 at 11.59pm. Successful applications will be notified by email using the contact details on the organisation's application form.
- Should your organisation's contact details change during the grant period; it is your responsibility to notify Cancer Council Queensland (**CCQ**). A request to access or modify any information provided in an application should be directed to sunsmartapplications@cancerqld.org.au.
- CCQ accepts no responsibility for late, lost or misdirected mail or electronic communication.
- CCQ reserves the right to disqualify any application at any time at its absolute discretion. CCQ will not enter into any correspondence regarding unsuccessful applications.
- Should your organisation's application be successful, your organisation agrees to participate in and co-operate as required with all reasonable CCQ and Queensland Department of Health (**Queensland Health**) promotional and media requests relating to the grant, including but not limited to, being interviewed and photographed and/or filmed. The grant recipient agrees to CCQ and Queensland Health from time to time using their name, image and/or performance in this grant for any purpose (including publicity, merchandising, editorial, education and fundraising) in any country and by any form of media without qualification (e.g. newspapers, magazines, other print publications, radio and television broadcasts, websites, podcasts, and vodcasts) in perpetuity.
- If your organisation's application is successful, you agree that you will acknowledge CCQ and Queensland Health's support in any promotion of this grant that you conduct and that such promotion will be in accordance with any brand guidelines and/or promotion requirements that are advised to you by CCQ.
- Your organisation confirms:
 - it has **registered to Cancer Council's free QUEST program** before the application close date (CCQ will confirm this upon receipt of your application);
 - it has submitted only one application in 2021 – this includes schools or Outside School Hours Care that are located on the same premises;
 - it has submitted two quotations for permanent shade, or has advised of a valid reason for not doing so
 - it is a not-for-profit organisation (proof will be required); and,

- it provides services to children aged 0-18 years in Queensland.

Your organisation will work towards implementing the strategies that are part of your action plan over the next 6 months (proof will be required).

- Your organisation has a current sun protection policy that has been written by your organisation and reflects your unique organisational actions (your organisation has uploaded this policy with the application).
- Your organisation has uploaded a letter of support from senior management, including endorsement of your sun protection action plan with your application.
- Your organisation has not received funding through the SunSmart Shade Creation Initiative in 2019, 2020 or previously in 2021.
- Your organisation will participate in the post-funding survey to help CCQ measure what impact the funding has had on improving sun safety activities in your organisation.
- Your organisation confirms that it currently has at the date of applying for this grant the funds to complete this project, excluding the grant funding amount.¹
- Your project will be completed by 29th May 2022. Your organisation accepts that no extensions will be granted.
- Your organisation is responsible for all dealings with the supplier of the shade structure, including ensuring the project will be completed on time.
- Your organisation will submit your acquittal documents by 12th June, 2022. Your organisation accepts that funds may be recalled at CCQ's discretion if this is not completed.
- Any delays and difficulties with project completion will be communicated to sunsmartapplications@cancerqld.org.au as soon as they are known. This includes any changes to the shade project.
- Your organisation certifies that the project is appropriate to the general facilities available to the organisation. Your organisation is prepared to have the project carried out and will supervise the expenditure of funds.
- To the fullest extent permitted by law, your organisation releases and indemnifies CCQ, its directors, employees and agents from and against any and all claims arising in relation to any injury (including death), property damage, consequential loss and any other loss, that is suffered by them or any person claiming through them as a direct or indirect result of their participation in the grant, regardless of whether such loss arises under statute or in tort including the negligence of CCQ or otherwise.
- CCQ reserves the right to invalidate any entry which it considers to be in breach of these Terms and Conditions.

Funding considerations for the participating organisation

¹ Please note that CCQ may, in its absolute discretion, provide full funding to some organisations in order to address socioeconomic and rural/remote area disadvantage.

Your organisation understands and accepts:

- Applications will not be accepted for items already purchased, retrospective funding or purchase of an item undertaken before notification of application outcome.
- Your organisation can apply for funding to assist with **one** new shade item including a permanent shade sail.
- For permanent shade (shade sail or hard roof structure), the amount of the grant will be 75 per cent of the total cost of the project, up to a maximum of \$20,000 excluding GST. Your organisation is required, and able, to cover remaining funds.¹
- All grant amounts are GST exclusive. Your organisation understands that CCQ will not pay any GST amount. Any GST implications become the responsibility of your organisation. Invoices must list GST separately.
- The grant will not fund, council approval, delivery/freight costs, structural preferences, wages, and ground coverings eg. slabs. Quotes and invoices must list these as separate items.
- All items purchased with funding become the property of your organisation and the ongoing maintenance becomes your responsibility.
- Compliance with any council requirements is the responsibility of your organisation.
- CCQ's decision is final, and it will not enter into correspondence regarding unsuccessful applications.

SunSmart Shade Creation Initiative Privacy Collection Statement

Your organisation agrees to Cancer Council Queensland's privacy collection statement:

Your Personal Information is being or has been collected by Cancer Council Queensland (ACN 009 784 356) ("Cancer Council", "we", "us" or "our") [www.cancerqld.org.au] so that it may contact you if you are a grant recipient and/or to keep you informed about Cancer Council related activities. We may send you information about programs, products, services, fundraising or other activities which we think may interest you. Your Personal Information may be provided to third parties where required by law or so that such third parties may provide Cancer Council with services. In so doing your Personal Information may be disclosed to overseas recipients. Please refer to our Privacy Policy (which is available at the website above or on request by calling 13 11 20) for further details. By providing your information to us you consent to your information being disclosed or used for this purpose. We will take reasonable steps to ensure that such third parties deal with your information appropriately and only for Cancer Council purposes. If you wish to unsubscribe please email sunsmartapplications@cancerqld.org.au. Our Privacy Policy explains how you can contact us to access and correct your personal information or make a privacy complaint.