

# FIND YOUR AMAZING

DECJUBA | FOUNDATION

## TERMS & CONDITIONS

### 1. Introduction

These terms and conditions contain information about the 'Find Your Amazing' charity grant and run by DECJUBA Pty Ltd (**DECJUBA**) in partnership with the DECJUBA Foundation.

The Program is designed to assist with DECJUBA's mission to positively impact 25 million lives by 2025.

These terms and conditions set out (without limitation):

- the purpose of the Program;
- the timeline for the Program;
- the prizes for the Program;
- entry content, eligibility and assessment criteria for entrants to the Program and how entries are considered and the winner, 1 runner up and 3 finalists are selected;
- how entries to the Program are submitted; and
- requirements for the winner, 1 runner up and 3 finalists up to participate in future grant program campaigns

The Program will be administered by DECJUBA.

Each Program entrant (**entrant**) must read these terms and conditions before submitting an entry to the Program, and as a condition of entry to the Program, each entrant will be deemed to have accepted and be bound by these terms and conditions.

### 2. Purpose

The Program is designed for DECJUBA Foundation to find and support a new charity partner.

The intended outcomes of the Program are:

- Bring new, local charities to our attention & provide them meaningful support
- Involve our audience to foster community and create real, sustainable change

### 3. Timeline

The Program will comprise three phases – as follows:

- Phase 1 – Call for entries:
  - The Program campaign will launch with a call for entries.
  - Entries may be submitted via [findyouramazing.com.au](https://findyouramazing.com.au) commencing 12pm on Tuesday 25 July 2023 until midnight AEST on Thursday 3 August 2023.
  - Entries submitted after midnight AEST on Thursday 3 August 2023 will not be assessed or considered.
  - DECJUBA will shortlist entrants from the pool of entries and determine five [5] Program finalists.
- Phase 2 – Meet the Program finalists:
  - Five [5] Program finalists will be announced on *DECJUBA The Space* blog <https://www.decjuba.com.au/the-space> at 12pm on Friday 25 August 2023.
  - The announcement will spotlight the five [5] Program finalists.

- The five [5] Program finalists will be featured on DECJUBA social channels.
- Phase 3 – The Winner:
  - The winner and runners-up will be notified by email and their names announced on DECJUBA social channels at 5pm AEST on Monday 28 August 2023
  - The winner will be featured on DECJUBA Foundation's web page

#### **4. Entries, eligibility and assessment criteria**

DECJUBA cannot consider an entry if the entrant does not satisfy all the eligibility criteria.

To be eligible to submit an entry for the Program, an entrant must:

- have an Australian Business Number (ABN).
- be 18 years of age or older; and
- be a permanent resident of Australia.
- Must be a registered charity with DGR status

As a condition of entry to the Program, each entrant agrees to participate in and co-operate as required with all reasonable marketing and editorial activities relating to the Program if selected as a Program finalist without further compensation, including (but not limited to):

- Providing DECJUBA with all content requests including, but not limited to, written information, photos, videos and audio
- featuring in media and communications across all DECJUBA social channels (including featuring any content produced as part of the program).

Employees of DECJUBA and any related companies and immediate family members are ineligible to enter the Program.

#### **5. Entry submission**

Each entry to the Program must be submitted via [findyouramazing.com.au](http://findyouramazing.com.au) commencing 12pm on Tuesday 25 July 2023 until midnight AEST on Thursday 3 August 2023 AEST.

Entrants will be required to answer the following questions (in writing or via video entry as applicable) as part of their entry:

- Tell us about your organisation and the problem you are trying to solve
- What sets you apart as an innovator?
- DECJUBA Foundation is working towards positively impacting 25 million lives by 2025, focusing on five key pillars: empowerment, experience, education, essentials, and emergency relief. Which pillar does your organisation most align with and why?
- We want to help you find your AMAZING and power up your organisation! Tell us what you would do with \$50,000 and the positive impact it would have.

Entrants will also be required to provide the following details as part of their entry (without limitation):

- Organisation Name
- Website
- Contact Details (Name, Title, Email, Phone Number)
- Year Founded
- ABN
- Total Income (Last FY)
- Annual Report (Link or Upload)
- Social Media Handles

DECJUBA may contact you using details provided to seek additional information from you about you or your entry.

DECJUBA may also consider information about an entrant or an entry that is available through social media or the normal course of business.

DECJUBA will consider each entry on its merits, based on:

- how well it meets the assessment criteria; and
- how it compares to other entries that meet the eligibility criteria, and on the basis of merit shortlist the five [5] Program finalists. Chance plays no part in determining any Program finalist.

All entrants must only submit their own original work.

Entries must be submitted in English.

There is no entry fee for submitting an entry to the Program.

Entrants can only enter once and in their own name.

DECJUBA reserves the right in their sole discretion to verify an entry or entrant (including an entrant's identity, age and place of residence), and disqualify any individual whom they have reason to believe has breached these terms and conditions, or engaged in any misconduct which may jeopardize the fair and proper conduct of the Program.

DECJUBA reserves the right to not select any winner or runner-up if a suitable entry that meets all the criteria and accords with these terms and conditions cannot be found. DECJUBA also reserve the right to cancel, modify or suspend the Program, in whole or in part, without prior notice, and may recommence the Program from the start at a later date. If an entrant has any questions during the entry submission period, contact us through our Contact us page <https://www.decjuba.com.au/contact>.

## 6. Prizes

The winner, one [1] runners-up and three [3] remaining finalists will receive the following prizes:

- In respect of the winner:
  - AUD\$50,000 grant (excluding GST);
  - Feature on DECJUBA's Space blog and associated social exposure.
- In respect of one [1] runners-up:
  - AUD\$20,000 grant (excluding GST);
  - Feature on DECJUBA's Space blog and associated social exposure.
- In respect of each of the remaining three [3] finalists:
  - Feature on DECJUBA's Space blog and associated social exposure.

Program grant funding must be used for organisation expenses by the relevant winner or runner-up. Organisation expenses must relate to the organisation the subject of the Program entry of the relevant Program finalist (**Eligible Expenditure**).

Program grant funding cannot be used for personal use and/or any expenditure other than Eligible Expenditure. Any funding that DECJUBA reasonably believes has not been validly used for business expenses must immediately be repaid by the recipient to DECJUBA.

A Program finalist may be required to report how they spent the grant funding.

The Program grant funding will be distributed to the winner 11<sup>h</sup> September 2023 to the bank account provided by the relevant winner/runner-up.

Any unclaimed prizes will be retained for three months from the date of selection of the winner. If for any reason a winner does not take the prize or an element of the prize by that time, then the prize or that element of the prize will be forfeited.

Prizes are not transferrable or exchangeable.

## **7. Monitoring & Future Programs**

The winner must provide a 6 month check in to DECJUBA outlining how the grant has been used within their business.

The winner and four [4] finalists must be available and willing to participate in future programs including but not limited to providing commentary and/or answering questions relating to their experience with the program and how the grant has supported their business. Finalists may be contacted at any time by DECJUBA to check in on their organisation in relation to the use of the grant.

## **8. Acknowledgement**

The winner and four [4] finalists must publicly acknowledge the support of DECJUBA.

Each winner and runner-up consents to DECJUBA sharing information relating to the Program and the winner and runners-up (including, without limitation, their name, likeness, image and/or voice) and their businesses, on DECJUBA social channels, without compensation.

All entries in the Program and their content (Content) become the property of DECJUBA. DECJUBA may use, reproduce, modify, adapt, publish and display such Content for any purpose in any media, without compensation, restriction on use, attribution or liability. Entrants agree not to assert any moral rights in relation to such use and warrant that they have the full authority to grant these rights.

Entrants warrant and agree that:

- they will not submit any Content that is unlawful or fraudulent, or that breaches any intellectual property, privacy or other rights of any person, or is otherwise unsuitable for publication;
- they will not submit content that is untruthful or impersonating another person;
- they will obtain full prior consent from any person who has jointly created or has any rights in the Content, to the uses and terms herein;
- their Content shall not contain viruses or cause injury or harm to any person or entity; and
- they will comply with all applicable laws and regulations, including without limitation, those governing copyright, content, defamation, privacy, publicity and the access or use of others' computer or communication systems in Australia.

Entrants agree not to make any statement, or induce anyone else to make a statement, publicly or otherwise, whether written or oral, about DECJUBA that is contrary to, or likely to harm the interests of, disparage or discredit one or more of DECJUBA in relation to or arising from or in connection with the Program.

## **9. Funding and GST**

Payments of grant funding will be made as set out in these terms and conditions.

If you are registered for the Goods and Services Tax (GST), where applicable, we will add GST to your funding.

DECJUBA recommends you seek independent professional advice on your taxation obligations or seek assistance from the Australian Taxation Office. DECJUBA does not provide advice on your particular taxation circumstances or accept any responsibility for any tax implications.

## **10. Conflicts of interest**

Any conflicts of interest could affect the performance of the Program.

Each entrant will be asked to declare, as part of their entry, any perceived or existing conflicts of interests with DECJUBA, or that, to the best of their knowledge, there is no conflict of interest.

## **11. Privacy**

In submitting an entry, each entrant consents to the provision of their personal information to DECJUBA for the purpose of conducting and administering the Program. If an entrant intends to include personal information about a third party in their application, they must ensure the third party is aware of, and consents to, this privacy statement.

Any personal information about an entrant or a third party will be collected, held, managed, used, disclosed, or transferred to enable DECJUBA to conduct and administer the Program and otherwise in accordance with appropriate provisions of DECJUBA's Privacy Policies.

DECJUBA may use information collected as part of the Program for future promotional and marketing purposes regarding their respective products and services, and each entrant consents to such use.

## **12. Liability**

To the extent permitted by law, DECJUBA is not responsible or liable for loss, damage or injury to any person or property that arises out of or in relation to:

- entry or participation in the Program for any reason whatsoever, including (but not limited to) purported entries that are not received, or received late;
- the unavailability or inaccessibility of any service whether or not caused by traffic congestion on the Internet or at any website;
- unauthorised human intervention in any part of the Program;
- any damage to persons or property, including to the entrant's or any other person's computer related to, or resulting from, participation or downloading any materials as part of the Program; or
- the prizes.

Without limiting any other terms and conditions herein, each entrant agrees to indemnify DECJUBA in respect of any loss incurred as a result of the entrant's breach of any of these terms and conditions.

## **13. General**

All decisions in relation to the Program and the entrants, including (without limitation) the determination of the winner and runners-up, are final and binding on all entrants, and no correspondence will be entered into.

Any costs associated with entering the Program and submitting an entry are the entrant's responsibility.

DECJUBA may amend these terms and conditions at their sole discretion at any time, and such amendments will take immediate effect.

The Program and these terms and conditions are subject to and governed by the laws of Victoria.

## **14. Enquiries and feedback**

Any complaints, feedback or questions an entrant has about decisions for the Program should be sent through our Contact us page <https://www.decjuba.com.au/contact>.