



# CommBank Bushfire Recovery Grants

## Grant Guidelines

This document (the “**Guidelines**”) sets out the application process for community organisations wishing to apply to take part in the Bushfire Recovery Grants (the “**Program**”) operated by the Commonwealth Bank of Australia (the “**Bank**”) and the terms and conditions of the Program. Any communications you or your organisation receives from the Bank in relation to the Program will also form part of these Guidelines.

If your organisation wishes to apply for a Bushfire Recovery Grant (defined below), please review these Guidelines carefully before submitting an application. All applications must comply with these Guidelines. By submitting an application, your organisation agrees and acknowledges that it is bound by these Guidelines, any terms and conditions contained in the application form, as well as any amendments which the Bank may make to these Guidelines from time to time, in its absolute discretion.

### 1. Program

The purpose of the Program is to provide grants to community organisations across Australia with assistance to replace and repair community facilities that were lost or damaged by bushfire in the 2019-20 bushfire season.

Subject to the terms and conditions of these Guidelines, eligible applicants may receive a grant of up to \$50,000 to assist with the replacement and repair of community facilities and property (**Bushfire Recovery Grant**).

### 2. Funding

- (a) The Program and each of the Bushfire Recovery Grants are funded by the Bank.
- (b) The Program is managed by a committee that is comprised of employees of the Bank and expert advisors (together the **Advisory Committee**).

### 3. Eligibility to Apply

- (a) To be eligible to receive a Bushfire Recovery Grant, each applicant must:
  - (i) be a community organisation, fire service, school, sporting club or non-government organisation in a bushfire affected area, not an individual;
  - (ii) need to replace or repair facilities or property which was lost or damaged by bushfire during the 2019-20 bushfire season and is not likely to be covered by insurance;
  - (iii) be able to identify how repair or replacement of the facilities or property will benefit the community;
  - (iv) not be implementing projects with any political objectives; and
  - (v) hold a current bank account in Australian in its name.(together, the “**Eligibility Criteria**”).
- (b) An organisation may apply for more than one Bushfire Recovery Grant where:
  - (vi) the organisation conducts activities in separate locations; or
  - (vii) is managed by separate parts/divisions/sectors of the organisation which operates out of its own distinct territorial location (e.g. a State/Territory or part of a State/Territory).



(c) Applicants must meet all of the Eligibility Criteria identified in section 3(a) of these Guidelines. If you become aware or suspect that any of the Eligibility Criteria are not being met or will or may not be met within 12 months from the date of the application, you must notify the Bank.

(d) If the Bank becomes aware that any of the Eligibility Criteria under this section 3 will not or may not be met in respect of an applicant, then the Bank may in its sole discretion disqualify the application.

(e) Meeting the Eligibility Criteria does not guarantee that the applicant will receive a Bushfire Recovery Grant.

#### **4. Amount of Bushfire Recovery Grant**

The maximum amount of any Bushfire Recovery Grant paid by the Bank for each successful application will be \$50,000. The actual amount granted to any successful applicant may be less than \$50,000 and will be determined at the discretion of the Advisory Committee.

#### **5. Opening and Closing Dates**

(a) Applications for a Bushfire Recovery Grant must be submitted using the prescribed application form (the “**Application Form**”) [online](#) and must be properly completed and successfully submitted by no later than 5pm AEDT on 31 March 2020 (the “**Application Deadline**”). The Bank may, at its sole discretion, extend the Application Deadline.

(b) The Bank may not accept any Application Form submitted after the Application Deadline.

#### **6. Submitting an Application Form**

(a) Application Forms must not infringe the intellectual property rights or other rights of any person or entity. The applying organisation indemnifies the Bank against any claim made against the Bank alleging that the Bank’s use of the Application Form or the information included in an Application Form infringes the intellectual property rights or any other rights of any person or entity.

(b) All sections of the Application Form must be completed before being submitted. Only properly completed Application Forms will be considered for a Bushfire Recovery Grant.

(c) Images, graphics, files or supporting evidence are permitted as part of Application Form.

(d) By submitting an Application Form on behalf of your organisation, you agree to:

(i) receive emails or other correspondence from the Bank and any person or entity engaged by the Bank regarding your organisation’s application and the Program generally, or regarding products or services offered by the Bank Group (defined below); and

(ii) participate in any surveys conducted by or on behalf of the Bank regarding the Program.

(e) If your Application Form contains information that identifies any individuals, you agree to inform those individuals that the Bank will collect, or has collected, their personal information in connection with its administration of the Program and will use such information in accordance with these Guidelines (and in particular section 12 “Privacy Statement”).

(f) Please email [bushfiregrants@cba.com.au](mailto:bushfiregrants@cba.com.au) if you have any problems completing or submitting the Application Form.

(g) If the applicant becomes aware that its Application Form is incorrect or requires amending/editing/updating, it must resubmit the Application Form with the correct and amended/edited/updated information as soon as reasonably practicable. If an Application Form is resubmitted after the Application Deadline, then the Bank may, in its absolute discretion, reject that organisation’s Application Form.

#### **7. Review of Applications**



(a) Chance plays no part in obtaining a Bushfire Recovery Grant. All applications will be reviewed by the Advisory Committee against the Review Matrix available on the Bank's website ([www.commbank.com.au/bushfirerecovery](http://www.commbank.com.au/bushfirerecovery)). All decisions of the Advisory Committee, including the allocation of the Bushfire Recovery Grants, are final and no correspondence will be entered into with applicants or any other party (except as required by law) regarding allocation of the Bushfire Recovery Grants or the decision making process generally.

(b) The Bank will not provide individual feedback to applicants.

(c) Application Forms will not be returned to applicants and your organisation acknowledges and agrees that it is the responsibility of your organisation to retain a record of its Application Form.

## 8. Announcement of Recipients of Bushfire Recovery Grants

(a) Recipients of a Bushfire Recovery Grant will be notified by e-mail.

(b) Recipients will receive payment by EFT to the Recipient's bank account as nominated by the relevant Recipient in the Application Form.

(c) The Bank may organise media coverage in connection with the payment of a Bushfire Recovery Grant (see section 10).

(d) If the Recipient is endorsed with Deductible Gift Recipient (DGR) status, the Recipient must provide the bank a tax deductible receipt (the Bushfire Recovery Grant is a genuine gift and does not have a GST component) evidencing payment of the Bushfire Recovery Grant within 5 days of being paid the Bushfire Recovery Grant. The tax deductible receipt should be sent to:

General Manager, Corporate Responsibility  
Commonwealth Bank of Australia  
Level 5, Tower 1  
201 Sussex Street  
Sydney NSW 2000

(e) A Recipient awarded a Bushfire Recovery Grant must not nominate a third party to receive the Bushfire Recovery Grant payment or authorise payment of the Bushfire Recovery Grant to a third party. The Bank will not award and will not pay a Bushfire Grant payment to any third parties. For certainty, the Bank will not make the Bushfire Recovery Grant payment to a Related Body Corporate (as that term is defined in the Corporations Act 2001 (Cth)) of the Recipient.

## 9. Expenditure of Bushfire Recovery Grant Funds

(a) Organisations which are awarded a Bushfire Recovery Grant ("**Recipients**") must only use their Bushfire Recovery Grant for the purpose described in the Recipient's Application Form.

(b) If a Recipient receives a Bushfire Recovery Grant, then that Recipient must spend its Bushfire Recovery Grant within 12 months of the date on which it receives the Bushfire Recovery Grant or it may be required to return all or part of the Bushfire Recovery Grant (the "**Term**").

(c) The Recipient acknowledges and agrees that if the Recipient has not satisfied the requirements of this section 9 during the Term, then the Bank may, in its absolute discretion, withhold the payment of any Bushfire Recovery Grants.

(d) Recipients are responsible for ensuring that any Bushfire Recovery Grant is spent in a manner that complies with all applicable laws. The Bank is not responsible for any illegal activity which takes place, whether intended or not, in connection with a Recipient's use of a Bushfire Recovery Grant.

## 10. Promotion of Successful Bushfire Recovery Grant Recipients

(a) The Bank may promote the Program and Recipients who have been awarded a Bushfire Recovery Grant. Recipients awarded a Bushfire Recovery Grant agree to be included in various promotional,



media, communication and marketing material and mediums and will co-operate with the Bank in promoting the Program.

(b) Recipients are responsible for ensuring that any attendees from or associated with it are aware that there may be media coverage in respect of the Bushfire Recovery Grant and have procured attendees consents for their image or likeness to appear in media in any format or channel. Where an attendee is a minor then it is the Recipient's responsibility to ensure that the relevant consents or releases have been obtained from the responsible parents/guardians of that minor.

## 11. Use of information for other Bank initiatives

Organisations agree that upon lodgement Application Forms will become the property of the Bank.

The Bank may use, retain, copy and reproduce the Application Forms and the information contained in them, at its sole and absolute discretion.

Recipients acknowledge and agree that if it is awarded a Bushfire Recovery Grant:

- (i) the Bank may use all information contained in the Application Form for conducting further research, evaluation and development of resources; and
- (ii) all intellectual property rights in all work that may be developed from such research, evaluation and development will be owned by the Bank.

## 12. Privacy Statement

(a) The Bank collects personal information from individuals applying on behalf of organisations including (but not limited to) name and contact details for the purposes of identifying members of your organisation in accordance with the Anti-Money Laundering and Counter-Terrorism Financing Act 2006 (Cth), administering and promoting this Program and the Bushfire Recovery Grants and conducting research, evaluation and development of resources. The Bank may disclose personal information to its Related Bodies Corporate (as that term is defined in the Corporations Act 2001 (Cth)) (the "Bank Group") and to external service providers, entities and organisations undertaking any of the Bank's functions and obligations in respect of the Program (including, but not limited to, organising and hosting the Program and related surveys, collecting Application Forms and collecting data and information regarding organisations for and on behalf of the Bank, and performing promotional activities). It may be necessary to send the personal information the Bank collects to Bank Group members and external service providers, entities and organisations located overseas. The Bank will only do this where it is necessary or appropriate to achieve the purposes set out in this section 12 and the Bank Group's Privacy Policy.

(b) The Bank Group's Privacy Policy is available on the Bank's website at [commbank.com.au](http://commbank.com.au) and should be read in conjunction with these Guidelines. It contains further details about the Bank's information collection and handling processes including information about:

- (i) other ways the Bank may collect, use or disclose information;
- (ii) how to seek access and correction of the information; and
- (iii) how to make a complaint about a breach of privacy rights, and our complaint handling procedures.

(c) For privacy related queries, the organisation and individuals can contact the Bank at [bushfiregrants@cba.com.au](mailto:bushfiregrants@cba.com.au) or on the contact details listed in the Bank's Privacy Policy.

## 13. Organisation Feedback Survey

For the Bank to evaluate the ongoing success of the Program, Recipients awarded a Bushfire Recovery Grant must complete the feedback survey which collects information on how the Bushfire Recovery



Grants funds have been spent and to assess the strengths and weaknesses of its Eligible Program (“Feedback Survey”).

#### **14. General**

(a) No responsibility is accepted by the Bank for Application Forms that are late or not received, or Application Forms with incorrect or incomplete details, for any reason (including where due to factors outside the organisation’s control).

(b) To the extent permitted by law, the Bank and the Bank Group and their Directors, Officers, Employees and Agents, will not be liable for:

(i) Any loss or damage, whatsoever which is suffered or sustained (including but not limited to indirect or consequential, financial or other loss); or

(ii) Any personal injury suffered or sustained, in connection with an organisation’s participation in the program or the receipt of use of the Bushfire Recovery Grant by an organisation or anyone participating with that organisation.

(c) This Program shall be governed the laws of New South Wales and each applicant agrees to submit to the non-exclusive jurisdiction of the New South Wales courts.

(d) The Bank may at any time and at its own discretion amend these guidelines or the program and may cease the program or elect not to award any Bushfire Recovery Grants.

(e) Each applicant is responsible for all costs associated with applying for a Bushfire Recovery Grant.

(f) The Bank or its external providers are not responsible for any problems or technical malfunction of any telephone network or lines, computer online systems, servers or providers, computer equipment, software, technical problems, or traffic congestion on the internet or any website, or any combination thereof (including, but not limited to) any injury or damage to participants or any other person’s computer related to or resulting from participation in or downloading any information regarding the Program.

(g) Each applicant acknowledges that it places no reliance on, and the Bank have not made any promise or representation, in connection with the applicant’s chances of receiving a Bushfire Recovery Grant.

(h) Applicants must not engage in any publicity or make any public announcement in relation to their application for or receiving a Bushfire Recovery Grant unless the applicant has first received the Bank’s written consent.

#### **15. Repayment of Bushfire Recovery Grant**

If a Recipient is awarded a Bushfire Recovery Grant and:

(i) does not use or is unable to use the Bushfire Recovery Grant as set out in these Guidelines or the terms and conditions contained in the Application Form;

(ii) breaches these Guidelines or the terms and conditions contained in the Application Form;

(iii) has DGR status and does not provide the Bank with a tax deductible receipt within 5 days of receiving the Bushfire Recovery Grant payment;

(iv) does not provide the Bank with information, documentation or material as required under these Guidelines by the time specified in these Guidelines;

(v) following payment of the Bushfire Recovery Grant it is subsequently determined that the Recipient does not meet the Eligibility Criteria; or

(vi) the Bank’s association with the Recipient may or would, in the opinion of the Bank, or the



Bank Group, adversely affect the Bank Group's brand, name, reputation or image, then the Recipient must repay any Bushfire Recovery Grant paid to the Recipient back to the Bank in full. If the Bushfire Recovery Grant has not yet been paid by the Bank, the Bank may revoke the award of the Bushfire Recovery Grant and cancel payment.

#### **16. Receipt of Promotional Material**

(a) By submitting an Application Form on behalf of your organisation, you expressly agree that the Bank and its external providers may collect personal information provided as part of your application and provide such personal information to the Bank Group for the purposes of promoting other products, promotions, programs and services offered by the Bank Group, which may be of interest to you and your organisation.

(b) By submitting an Application Form on behalf of your organisation, you agree to receive information about the Bank Group's products, promotions and services in any medium, including but not limited to commercial electronic communications.

Date: 9 January 2020