

#### Qantas Side by Side Grants Program

### **Terms and Conditions**

By submitting an application to the Qantas Side by Side Grants Program ('Grant Program'), the Eligible Organisation agrees to the following terms and conditions:

- Information on how to enter <u>Eligibility and Application guidelines</u> and <u>Frequently Asked</u> <u>Questions</u> form part of the terms and conditions of entry. All references to time are to the local time in Sydney, Australia unless stated otherwise.
- 2. Good2Give is the Trustee of the Good2Give Community Fund. The Qantas Side by Side Grants Program is a foundation account of the Good2Give Community Fund.

### Eligibility

- 3. All permanent (full-time and part-time) Qantas Airways Limited Employees (Eligible Employee) are eligible to submit an application under the Grants Program. 'Employee' means a person who has a contract of employment with the Qantas Airways Limited. Group Company (excluding Jetstar). 'Qantas Group Company' means a company in the Qantas Group. 'Qantas Group' means Qantas, its related bodies corporate (as defined in the *Corporations Act 2001 (Cth)*) and companies in which Qantas holds or controls (directly or indirectly) 25% or more of the issued capital.
- 4. Contractors, temporary employees and casual employees who do not hold a contract of employment directly with a Qantas Airways Limited are ineligible.
- 5. Officers of any Qantas Group Company and members of the Qantas Side by Side Review Committee are ineligible.
- 6. Applications for a Qantas Side by Side Grant ('Grant') under the Grant Program will be considered for Eligible Community Organisations only. Grants cannot be made to individuals.
- 7. An organisation that is eligible for a Grant (an 'Eligible Community Organisation') must: a. be registered in Australia: and
  - b. be endorsed as a Deductible Gift Recipient (DGR) and meets the description and requirements in Item 1 of the table in section 30-15 of the Income Tax Assessment Act 1997 (Cth)
  - c. not already receive funding from Qantas Group.
- 8. If the Eligible Employee is unsure of the community organisation's DGR status, they should check with the organisations financial advisor, the Australian Taxation Office or on the Australian Government's ABN Lookup website at http://abr.business.gov.au/AdvancedSearch.aspx
- The purpose of the Grant must comply with the <u>Grant Program Criteria and Guidelines</u> and Terms and Conditions of the Grant Program, referred to as Eligible Purposes.
- An Eligible Employee can only submit one application per grant round. If two different employees submit applications for the same organisation, Qantas may award two grants to the same organisation.
- 11. A maximum of one Grant may be awarded to a successful Eligible Employee every two calendar years.
- 12. Exclusions: Qantas Side by Side Grants will not be awarded to or for Individuals, Operational Activities, Commercial sponsorships, Capital funds and Building works or Retrospective requests.

# **Grant Amount**

- 13. In each round of Grant applications, Eligible Employees can apply for a single grant from \$2,500 to \$10,000 on behalf of their chosen Eligible Community Organisation.
- 14. Eligible Community Organisations nominated by successful applicants under the Grant Program will be awarded with a one-off Grant, subject to completion and submission of a

Good2Give Grant Validation form, including the Charity verification section, within three business days of receiving the notification email.

15. The Eligible Employee is submitting an application on behalf of an Eligible Community Organisation. The Grant will be made to the Eligible Community Organisation and not to the Eligible Employee. The role of the Eligible Employee is simply to facilitate the application for a Grant on behalf of the Eligible Community Organisation.

# Applying for a Community Grant

- 16. Applications for the Grant Program must be submitted online through the Side by Side page on The Terminal and on qfcrew.com
- 17. Applicants will receive acknowledgement of receipt of their submitted application by email. Only one application is permitted per Eligible Employee per round.
- 18. Incomplete, indecipherable, or illegible applications will be deemed invalid and will be rejected. Qantas reserves the right to disqualify any application where it reasonably suspects that such materials are prohibited by these terms and conditions, any relevant law, or are otherwise deemed inappropriate. This is at Qantas' absolute discretion and discussions will not be entered into.
- 19. Qantas reserves the right to verify the validity of applications and Eligible Organisations and reserves the right to disqualify any application or Eligible Organisation for tampering with the application process or for submitting an application that is not (in the reasonable opinion of Qantas) in accordance with these terms and conditions.
- 20. Qantas is not responsible for any lost, late or misdirected entries.

### **Application Period**

21. Applications for the Grant Program open on the relevant application round opening date and must be received before 5pm AEDT on the relevant application round closing date. These dates will be communicated via Qantas internal channels ahead of each round opening.

# Assessment of Applications

- 22. All applications will be reviewed and assessed by a cross section of nominated Qantas Group employees who will form a Side by Side Review Committee. This Committee will review shortlisted applications and the final decision of the allocation will be made by the Committee, in their absolute discretion.
- 23. The Criteria on which entries will be judged include: Side by Side Grants judging panel will determine the successful applicants each year. Judges will examine all eligible entries and select applicants that they determine best meet the below criteria.
  - a) The extent to which the applicant is directly involved within organisation by way of volunteering and fundraising while servicing a community need.
  - b) The extent to which the applicant can maximize community benefits in Australia with the Qantas Employee Side by Side Grants Program funding.
  - c) The extent to which the project or activity will celebrate and highlight the work of the applicant and help boost the profile and strength of the applicant for the future; and
  - d) The ability of the applicant to demonstrate increased community impact through social change.
  - e) An additional weighted category system based on the overall objectives of the program may also be provided to panellists
- 24. The Judging will take place Qantas Head Office in Mascot within two weeks of application closing.
- 25. Successful and unsuccessful applications will be notified by email, as supplied on the application, from 6 December 2024.
- 26. All decisions are final and no correspondence will be entered into regarding the result or on any part of the application process (including the outcome of the review and assessment process), regardless of the result.
- 27. If any Grant remains unclaimed five (5) business days after the winning organization has been notified, another winner for the unclaimed grant will be selected by the Side by Side Review Committee from the remaining pool of applications on the following business day and the winner will be contacted by phone by 5.00pm on the same day.

### Publicity

- 28. If the application is successful, the applicant and nominated recipient agree that any information provided in the form can be used by Qantas for communication and promotional purposes. This includes internal and external media channels. Qantas may contact the applicant and the recipient organisation to obtain further content for promotional purposes.
- 29. Qantas may promote the Grant and the nominated recipient charitable organisations through various promotional, media, communication and marketing materials and mediums.

#### Validation and Due Diligence

30. In order to receive a Grant, the applicant and nominated Eligible Community Organisation must complete and return a Good2Give Grant Validation Form. This is to ensure that the Grant is used for Eligible Purposes that embody the criteria of the Grant Program. Should the Good2Give Validation Form not be completed and returned within the required timeframe, the outcome of the grant application will be impacted, and Qantas reserves the right disqualify the application.

### Awarding Grant Funding

- 31. The Trustee (from the Qantas Side by Side Grants Fund) will award each successful nominated Community Organisation with a one-off cash grant between the amounts of AUD\$2,500 and AUD\$10,000.
- 32. The grant is a 'gift' from the Qantas Side by Side Grants Fund and under income tax legislation does not attract Goods and Services Tax (GST).
- 33. The term of the grant is one year or less. On a best endeavours basis, funds must be expended within 12 months of receipt of the grant.
- 34. The successful nominated Eligible Organisation must complete and submit an online report to Qantas on the use of the funds granted, within 12 months of receipt of the grant.

#### **Privacy Policy**

- 35. Qantas, in respect of the Grant Program, collects personal information including (but not limited to) name and contact details for the purpose of administering this Grant Program.
- 36. The Eligible Employee and Eligible Community Organisation acknowledges that Qantas has engaged a third party, Good2Give, to administer this Grant program including but not limited to, hosting the Grant Application Platform and applications; collecting and validating information regarding nominated community organisations; and distributing funds to successful recipient organisations as part of the Grant Program.
- 37. If an application does not comply with these Terms and Conditions, it will be deemed invalid and withdrawn from consideration.
- 38. These Terms and Conditions, as well as the Qantas Side by Side Grants Criteria, may be amended at any time at the discretion of Qantas. Qantas will publish any revised versions on qfcrew.com and https://qantas.good2givegrants.org/
- 39. The Eligible Employee or any employee, officer, agent, or affiliate of an Eligible Organisation must not:
  - a) represent or convey the impression that Qantas or any Qantas group Company has approved or recommends any of the organisation's products or services, or that Qantas sponsors the organisation;
  - b) make fun of or satirise the Qantas name;
  - c) disparage or defame Qantas or any of its products or services, or bring Qantas, its name, or affiliates into disrepute; or
  - d) publish material that is defamatory, unlawful or otherwise contrary to accepted standards of public decency and good taste.
- 40. Failure to adhere to this condition may result in Qantas withdrawing a Grant, without any compensation payable.
- 41. Each Grant must be taken as stated and no compensation will be payable if the successful Eligible Organisation is unable to use the Grant as stated. A Grant cannot be transferred to any other organisation, unless agreed to by Qantas.

- 42. If any act, omission, event or circumstance occurs which is beyond the reasonable control of Qantas and which prevents Qantas from complying with these terms and conditions, Qantas will not be liable for any failure to perform or delay in performing its obligations and Qantas reserves the right (subject to any applicable law) to cancel, terminate or modify or suspend the Grant Program.
- 43. Qantas, its related bodies corporate and their respective officers, employees, contractors and agents (Grant Program Parties) will not be liable for any losses, damages, expenses, costs or personal injuries arising out of this Grant Program, the promotion of this Grant Program or the use of any Grant, including but not limited to any breach of these terms and conditions, contract or tort (including negligence) and any other common law, equitable or statutory remedy (Damages) whatsoever, including but not limited to direct, indirect and consequential Damages, including Damages that cannot reasonably be considered to arise naturally and in the ordinary course of things, even if those Damages were in the contemplation of the Grant Program Parties.
- 44. The exclusion of liability in clause 43 above does not apply to limit or exclude liability:
  - a. for personal injury or death suffered or sustained in connection with the supply of goods or services which are supplied by the Promoter in the ordinary course of business. To remove doubt: third party goods or services, which other than in connection with this promotion, are in the normal course of business supplied by a third party unrelated to the Promotion Parties, are not supplied by the Promoter in the ordinary course of business; and the Promoter's Conditions of Carriage and general booking conditions (and any exclusions contained therein) apply despite any statement to the contrary in these terms and conditions; or
  - b. to the extent it is not permissible at law to limit or exclude liability in the manner contemplated in that clause (in which case that liability is limited to the maximum extent allowable by law).
- 45. Entry details remain the property of the Promoter. The name and photographs of the Organisation and its members and travellers may be used for promotional purposes by the Promoter, unless the Organisation otherwise notifies the Promoter at the time of accepting the grant. Entrants consent to the Promoter using any personal information collected in connection with this promotion for the purposes of facilitating the conduct of the promotion and awarding any grants. Without limiting the foregoing, any personal information provided in connection with this promotion will be handled in accordance with the Promoter's Privacy Statement, a copy of which is available at https://www.qantas.com/au/en/support/privacy-and-security.html
- 46. The Promoter accepts no responsibility for any tax implications that may arise from accepting a prize. Independent financial advice should be sought.