

Last updated 08 May 2019.

The Queensland Airports Limited ACN 104 121 824 (**QAL**) and/or its related companies (**collectively referred to in this document as QAL, we, us, our or as the context otherwise requires**) Community Benefit Fund (**the Fund**) is aimed at supporting community groups through one-off requests to assist in the following areas:

- Health and Wellbeing;
- Safety;
- Education;
- Environment;
- Arts and Culture; and
- Other community benefit initiatives from community groups that encourage and positively contribute to the community but may not necessarily fit into one of the categories above.

These acceptance of terms (**Terms**) apply to:

- applications made to the Fund; and
- your use of the Fund webpage.

By submitting your application to the Fund (**Application**) through this webpage you agree to comply with and be bound by these Terms together with our [Privacy Policy](#), the QAL website terms of use (as amended from time to time), the Fund guidelines (**Guidelines**) and any other notices, guidelines and rules published on this webpage from time to time.

1. Webpage contents

Any changes we may make to these Terms will be posted on this webpage. Please check back frequently to see any updates or changes. Our webpage and its contents are provided on an “as is” and “as available” basis for your personal and general information only. It is not intended to amount to advice on which you should rely. You must obtain professional or specialist advice before taking, or refraining from, any action based on the content on our webpage (including in making your Application).

Although we aim to ensure the content on our webpage is up to date, there may be delays, errors or omissions that could affect its accuracy or reliability. We do not guarantee that our webpage (including any content in it or linked from it) is accurate, complete, up-to-date or free from errors, omissions or unauthorised access.

2. Your Application to the Fund

You must submit your Application via the webpage.

In submitting your Application, you must not post or upload any content in any way which:

- causes, or may cause, damage to our webpage or website, alterations to our webpage or website or impairment of the availability or accessibility of our webpage or website; or
- otherwise breaches of our website terms of use.

You may only submit one Application per project per application round for the award of a Fund grant.

To be considered by QAL for a grant from the Fund, your Application must:

- clearly define the community need, objectives, budget, project outcomes and evaluation proposal of the initiative in the Application;

- produce positive social outcomes within at least one of the nominated funding categories in the local community; and
- meet the eligibility criteria as specified in the Guidelines.

We will contact successful applicants via email within 5 weeks of the submission close off date.

QAL may disallow your Application if we believe (in our discretion) your Application or the contents of your Application is unacceptable. The amount of the grant or the type of the grant awarded to successful applicants is at our sole discretion. Our decision to grant or refuse a grant to any applicant is final and binding. QAL does not agree to rights of appeal in respect of failed Applications.

3. Exclusions

We will not award Fund grants to or for:

- individuals;
- political parties;
- government entities (other than schools);
- commercial sponsorships;
- religious groups (except for projects that support a non-religious purpose);
- retrospective requests;
- debt retirement, budget deficits, endowments or bequest programs;
- general fundraising appeals; or
- entities that do not meet the relevant eligibility criteria as set out in these Terms of the Guidelines.

4. Intellectual property rights

Unless specified otherwise (for example in our Privacy Policy), any content you upload as part of your Application will be considered non-confidential and non-proprietary. You warrant that you are authorised to licence or assign to us any third party proprietary rights in the content of your Application. You release and indemnify us against any expenses, costs, liabilities, claims, actions, proceedings, damages, judgments and losses of any kind whatsoever in respect of a breach of this warranty.

Unless otherwise indicated, we are the owner or the licensee of all intellectual property rights in QAL and the Fund. Those works are protected by copyright laws and treaties around the world.

You may not use our webpage (including any content on it) or any QAL intellectual property for any marketing or commercial purpose unless you have first obtained our express written permission. You may not publish, reproduce, modify, transmit distribute or otherwise commercially exploit or communicate to the public for any purpose any of the content on this webpage whether in hardcopy form, electronic form or any other form.

5. Limitation of our liability

To the full extent permitted by law, we exclude all representations, warranties, conditions or any other terms which may apply to the Fund or our webpage, any content on it or linked from it including third party content (whether express or implied) other than those expressly set out in these Terms.

Your use of our webpage in making your Application is entirely at your own risk. We exclude to the extent permitted by law, any liability to you (whether in contract, tort (including negligence), statute or otherwise) arising under or in connection with:

- your use of, or inability to use our webpage;
- your use of or reliance on any content displayed on or linked from our webpage;
- any losses resulting from a security failure or computer viruses; or
- any loss of profits, sales, business opportunity, goodwill, reputation, anticipated savings, data, opportunities or revenue, business interruption or any indirect, special or consequential loss resulting from your use of, or inability to use, our webpage or its content.

6. General

All provisions of these Terms which by their nature should survive termination shall survive termination, including, without limitation, ownership provisions, warranty disclaimers and limitations of liability.

If we decide not to exercise or enforce any right that we have against you at a time, then this does not prevent us from later deciding to exercise or enforce that right.

Any part of the Terms that is either wholly or partly unenforceable will be severed to the extent necessary to make the remaining components of the Terms enforceable.

These Terms are governed by the laws of Queensland.

7. Privacy

You agree we may use, copy and distribute any content you upload or include in your Application or any information associated with your use of our webpage of Application to the Fund for any purpose including disclosing to third parties. We are under no obligation to maintain your content in confidence, compensate you for any content submitted or respond to any of your comments.

QAL collects personal information to operate the Fund and may, for this purpose, disclose such information to third parties, including, but not limited to, Australian regulatory authorities. QAL may use the information for promotional, marketing and publicity purposes including sending electronic messages.

By submitting your Application, you agree that QAL may use your personal information in this manner. Personal information provided in connection with the Fund will be handled in accordance with QAL's Privacy Policy.