

## **Northside Health's Ripples of Kindness Project Terms & Conditions**

### Introduction

1. Ripples of Kindness is our community donation program. It aims to provide support to groups, organisations and causes that serve local communities in the Coffs Harbour and surrounding areas.

### Definitions

2. In these Terms and Conditions:

- (a) "Applicant" means a Local Community Group or an individual representative acting on behalf of a Local Community Group that applies to participate in Ripples of Kindness;
- (b) "Northside Health" means Northside Health (ACN 106 297 394) and its related bodies corporate;
- (c) "Local Community Group" means:
  - (i) a group of people sharing a common goal;
  - (ii) a charity; or
  - (iii) a not-for-profit organisation;
- (d) "Local Community Project" means a charitable or benevolent project serving a Local Area, even if the project also serves a wider area;
- (g) "Ripples of Kindness" means this Ripples of Kindness Program.

### Eligibility

3. Registration is only open to Local Community Groups that legitimately conduct one or more Local Community Projects within, or that serve, Coffs Harbour and surrounding areas.

4. Companies, businesses and groups that are intended to generate a profit are NOT eligible to register.

### Registration

5. To register to participate in Ripples of Kindness, eligible Local Community Groups must either:

(a) visit [www.northsidehealth.com.au](http://www.northsidehealth.com.au) and follow the prompts to fully complete the online application form; or

(b) visit Northside Health, request an application form, fully complete the form and return it to the staff at Northside Health.

6. Application forms must include all required details, including:

(a) the name and contact details of the individual completing the application on behalf of the local Community Group;

(b) the name of the Local Community Group;

(c) the size of the Local Community Group (i.e., number of members);

(d) the Local Community Group's address, website address and/or Facebook profile address;

(e) whether the application relates to the Local Community Group as a whole or to a specific Local Community Project conducted by the Local Community Group;

(f) a blurb of not more than one hundred (100) words describing the Local Community Group or the specific Local Community Project (as applicable) ("Blurb");

(g) the date their application expires, i.e., the date after which they would no longer wish to participate in Ripples of Kindness (if applicable);

(h) details of who any proceeds from Ripples of Kindness should be paid to (proceeds will be made payable to the Local Community Group);

7. Incomplete, indecipherable or illegible applications will be deemed invalid.

### Limitations

8. Each Local Community Group:

(a) may not submit more than one application at a time and therefore must wait for an existing application to be rejected or expire before applying again;

(b) may only participate in Ripples of Kindness once in any twelve (12) month period;

9. In the case of Local Community Groups that conduct multiple Local Community Projects, Northside Health may allow the same Local Community Group to participate multiple times within the same twelve (12) month period (i.e., once for the Local Community Group and once for each separate Local Community Project). This will be determined by Northside Health in its absolute discretion on a case-by-case basis.

10. For the avoidance of doubt, a “twelve (12) month period” refers to the time since the Local Community Group or Local Community Project (as the case may be) last participated in Ripples of Kindness. This does not refer to a calendar year from January to December each year.

## Review

11. Northside Health will review each application for eligibility and compliance with these Terms and Conditions. Northside Health will then choose from the eligible Applicants to be selected to participate in the Ripples of Kindness program, in Northside Health’s absolute discretion.

12. Northside Health may contact Applicants for additional information or clarification when reviewing applications. If Northside Health is unable to contact an Applicant, the application may be rejected.

13. Northside Health may, in its absolute discretion, determine that: the Local Community Group or Local Community Project (as the case may be) does not serve the Local Area of any Coffs Harbour and surrounds, in which case the application will be rejected.

14. Approval and participation in Ripples of Kindness is based on eligibility and compliance in accordance with these Terms and Conditions as determined by Northside Health in its absolute discretion.

15. Northside Health will notify Applicants via email to the individual nominated on the application form whether their application has been successful or not.

16. Approval of an application does not guarantee participation in Ripples of Kindness in any particular month, which will be determined by Northside Health in its absolute discretion. Due to the volume of applications received, Northside Health will select Local Community Groups and Local Community Projects that it considers best suited to the Ripples of Kindness program from amongst the approved applications to participate in Ripples of Kindness.

17. Approved applications will be placed in a pool for selection by the Northside Health for a forthcoming month and may not necessarily be selected in the same order in which applications are received or approved. If the application included an expiry date and the application is not selected before the expiry date, it will be removed from the selection pool and the Applicant may choose to apply again in the future if they wish.

#### Participation

18. Each calendar month, Northside Health will select three (3) approved Local Community Groups / charities to participate in Ripples of Kindness. Each Local Community Group will be notified by email.

19. Northside Health will have three (3) containers on display, each representing one of the selected Local Community Groups (or their nominated Local Community Project). Each container will have a label identifying the Local Community Group or Local Community Project (as the case may be) and a Blurb based on the information provided in the successful application. Northside Health reserves the right to edit the details and Blurb for the label.

20. Northside Health patients will be given one token per day when they visit the practice and invited to place the token in one of the containers on display to support the Local Community Group or

Local Community Project of their choice.

21. At the end of each calendar month, Northside Health will count up the tokens in each container. Based on this, a total of \$500 donated by Northside Health each month will be distributed as follows:

(a) The Local Community Group represented by the container that has the most tokens will be awarded 1st place and receive a \$300 donation, and the remaining two Local Community Groups that place 2nd and 3rd will each be given a \$100 donation;

(b) In the event of a tie between two Local Community Groups for 1st place, each of those tied Local Community Groups will receive \$200 and the third Local Community Group will receive \$100;

(c) In the event of a tie between all three Local Community Groups for 1st place, the \$500 total will be split evenly with each Local Community Group receiving \$166.66.

22. Each participating Local Community Group will be notified of the outcome by email after the tokens have been counted at the end of the month. Results on the placings will also be displayed in the waiting room at Northside Health the following month.

#### Donations

23. Donations will be made payable to the Local Community Group based on the details set out in the application form and by a means at the discretion of Northside Health. i.e Direct Deposit, cheque etc.

#### Communications

24. Applicants agree that the individual nominated on the application form will be sent email communications on behalf of the Applicant regarding the progress of their application, participation in the Ripples of Kindness program and collection of the donation. That individual also agrees to be the primary point of contact for the Applicant and may be contacted by Northside Health via the email address or phone number provided.

## Privacy

25. All applications become the property of Northside Health. Northside Health collects personal information in order to conduct Ripples of Kindness and may, for this purpose, disclose such information to third parties, including but not limited to agents, contractors, service providers, suppliers and regulatory authorities. Participation is conditional on providing this information.

26. All information collected regarding Applicant will be stored on Northside Health's servers.

27. Unless you opt out on the application form, Northside Health may use the information provided for an indefinite period for promotional, marketing, publicity, including sending electronic messages or telephoning the Applicant.

28. Personal information will be handled in accordance with Northside Health's privacy policy available at [www.northsidehealth.com.au](http://www.northsidehealth.com.au)

## General

29. Information on how to participate in Ripples of Kindness and the rewards available form part of these Terms and Conditions.

Participation in or registration for Ripples of Kindness is deemed acceptance of these Terms and Conditions.

30. Northside Health reserves the right, at any time, to verify the validity of applications and Applicants (including an Applicant's identity and eligibility) and to disqualify any Applicant who submits an application that is not in accordance with these Terms and Conditions or who interferes with the application or review processes. Errors and omissions may be accepted at Northside Health's discretion. Failure by Northside Health to enforce any of its rights at any stage does not constitute a waiver of those rights.

31. If there is a dispute as to the identity of an Applicant, Northside Health reserves the right, in its sole discretion, to determine the identity of the Applicant.

32. Northside Health has a non-exclusive, royalty-free, perpetual,

worldwide, irrevocable, and sub-licensable right to use, reproduce, modify, adapt, publish and display the name of the Local Community Group, the name of the Local Community Projects (if applicable) and the Blurb (collectively, "Content") for any purpose in any media, without compensation, restriction on use, attribution or liability. The Applicant licenses Northside Health to use the Content in any media for an unlimited period for any reason including but not limited to in conjunction with Ripples of Kindness and for future promotional, marketing or publicity purposes. The Applicant consents to any use of the Content which might otherwise infringe their moral rights pursuant to the Copyright Act 1968 (Cth).

Northside Health may edit, remove or refuse to publish any Content without notice for any reason whatsoever. Applicants agree not to assert any moral rights in relation to such use and warrant that they have the full authority to grant these rights. Applicants warrant and agree that:

- (a) the Content is an original literary work of the Applicant that does not infringe the rights of any third party;
- (b) they will not submit any Content that is unlawful, fraudulent, inappropriate, objectionable or unacceptable;
- (c) 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;
- (d) they are fully responsible for the Content they submit in their application;
- (e) if the application is submitted online, the Content will not contain viruses or cause injury or harm to any person or entity;
- (f) 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.

Without limiting any other terms herein, the Applicant agrees to indemnify Northside Health from and against all costs and claims by third parties arising from a breach of this warranty.

33. The Applicant consents to Northside Health using their name, likeness, image and/or voice (including photograph, film and/or recording of the same) in any media for an unlimited period without remuneration for the purpose of promoting Ripples of Kindness (including any outcome).

34. The use of any means to disrupt or interfere with the integrity of the voting system is strictly prohibited and may result in any Local Community Group that Northside Health reasonably believes is involved to be disqualified from further participation or receiving any donation.

35. Any cost associated with accessing the website is the Applicant's responsibility and is dependent on the Internet service provider used.

36. Liability for any tax arising out of participation in Ripples of Kindness is the sole responsibility of the Applicant. Applicants should seek independent financial advice in this regard.

37. Nothing in these Terms and Conditions limits, excludes or modifies or purports to limit, exclude or modify the statutory consumer guarantees as provided under the Competition and Consumer Act 2010 (Cth), as well as any other implied warranties under the Australian Securities and Investments Commission Act 2001 (Cth) or similar consumer protection laws in the states and territories of Australia ("Non-Excludable Guarantees"). Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, Northside Health (including its respective officers, employees and agents) excludes all liability (including negligence), for any personal injury; or any loss or damage (including loss of opportunity); whether direct, indirect, special or consequential, arising in any way out of the promotion.

38. Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, Northside Health (including its respective officers, employees and agents) is not responsible for and excludes all liability (including negligence), for any personal injury; or any loss or damage (including loss of opportunity);



whether direct, indirect, special or consequential, arising in any way out of:

- (a) any technical difficulties or equipment malfunction (whether or not under Northside Health's control);
- (b) any theft, unauthorised access or third party interference;
- (c) any application or claim that is late, lost, altered, damaged or misdirected (whether or not after their receipt by Northside Health) due to any reason beyond the reasonable control of Northside Health;
- (d) any tax liability incurred by a participant.

39. Northside Health reserves the right, in its absolute discretion, to modify, suspend, terminate or cancel the Ripples of Kindness program.

40. Northside Health's decisions in relation to all aspects of Ripples of Kindness are final and no correspondence will be entered into.