Parramatta Eels Grandstand Seat Campaign 2024/2025 Donor: Terms and Conditions



Terms & Conditions

By donating to the Parramatta Eels Grandstand Seat Campaign, you agree to be bound by these Terms and Conditions.

All donations to the Parramatta Eels for the Grandstand Seat Campaign are tax deductible and are managed through the Australian Sports Foundation-Ltd.

For more than 30 years, the Australian Sports Foundation (ASF) has helped clubs and organisations from the grassroots and community level to the professional and elite national level to fundraise. The Australian Sports Foundation collects your personal information for the purposes of processing and receipting donations you make and sending you information on the Parramatta Eels philanthropic activities. For more information on the Australian Sports Foundation, please visit www.asf.org.au

1. Definitions

"Parramatta Eels" means the Parramatta National Rugby League Club Limited (ABN 66 092 536 519) https://abr.business.gov.au/ABN/View?abn=66092536519

The Parramatta Eels aims to enrich, support and inspire our community above and beyond an elite on field sporting performance.

There is the ongoing need for us to raise funds to support our academy and pathway programs and to continue to deliver social outcomes through the power of rugby league. Just as important is the ongoing need to support the expansion of the facilities to incorporate elite and community sport facilities and as a community precinct many can benefit from.

"ASF" means the Australian Sports Foundation Ltd (ABN 27 008 613 858) of Australian Institute of Sport, Leverrier Crescent, Bruce ACT 2617.

"You" or "your" means the individual person and or entity/company who is designated as the Donor who has completed donation details to secure a personalised grandstand seat via a dedicated online link through the Parramatta Eels Foundation.

"Donor" means the voluntarily transferring of money (or donation pledge) to Parramatta Eels Foundation and in recognition of this donation the Parramatta Eels Foundation will deliver an etched plaque on a seat with the name of your choice at the Centre of Excellence and Community Centre (COE & CC) at Parramatta Eels HQ in Kellyville, NSW.

"Grandstand Seat" means the individual seat located in the Centre of Excellence and Community Centre (COE & CC) at Parramatta Eels HQ in Kellyville, NSW. The Parramatta Eels are the owners of the grandstand seat.

2. Grandstand Seats

2.1 Grandstand Seats

All funds raised through the Grandstand Seats campaign will go towards leaving your legacy at Parramatta Eels HQ for the next decade as we continue to create a sustainable community and sporting hub for all with rugby league at its heart.

Your donation does not reserve your seat when events are held at the facility, nor does it provide ownership of the seat.

2.2 Term of a Grandstand Seat

Subject to the terms and conditions of donation/pledge as outlined in this document, your pledge for a grandstand seat at Parramatta Eels HQ will be for a minimum 10-year period from when installed in 2025.

2.4 Grandstand Seat Etching

Parramatta Eels reserves the right to change any prescribed wording by the donor which uses profanity or may offend anyone. Parramatta Eels will consultant with the Donor before any changes are made via their nominated email address and they will have 30 days to respond.

3. Grandstand Seat Donation Payment

3.1 Donation Payment Terms

The Parramatta Eels seeks and receives online donations through the ASF platform for this project. All donations made on the ASF platform are subject to the <u>ASF Terms and Conditions</u>.

All Grandstand Seat donations are exclusive of GST and in Australian Dollars (AUD).

By pledging for a Grandstand Seat, Donors accept full responsibility for:

The accuracy and truth of the details they have provided and responsibility for notifying the Parramatta Eels should they change or are incorrect within 30 days from payment.

Ensuring that there are sufficient clear funds available in the nominated account on the scheduled drawing date.

If a debit is returned or dishonoured by the Donor's financial institution an email will be sent requesting immediate payment. Any fees levied to the Donor by the financial institution will be payable by the Donor and the Parramatta Eels accepts no liability for such fees. The Parramatta Eels may suspend or cancel your Grandstand Seat if your payment is dishonoured by your financial institution.

3.2 Payment Options

Payment is upfront via EFT or credit card. There are no payment plan options available at this time.

3.3 Tax Deductible Receipt

By making a donation to the Parramatta Eels Grandstand Seat Campaign you are confirming that your gift is made unconditionally to the Australian Sports Foundation (ASF) and you agree to the ASF's <u>T&Cs</u>.

The ASF will email you a tax-deductible receipt within 60 days of the payment of the donation if it was requested at the time of payment.

The ASF is a deductible gift recipient established by the Australian Government to raise funds through public and corporate donations for the development of sport in Australia. Parramatta Eels has registered this campaign as a project with the ASF.

4. Refunds Policy

4.1 All donations made on the ASF are non-refundable as per the ASF Terms and Conditions.

5. Non-Transferable

5.1 The name selected by the Donor will remain etched into the Grandstand Seat fence for a minimum period of ten years from 2025 and is not changeable or transferrable.

5.2 The donor's name may not be changed on the tax-deductible gift receipt after it has been issued by the ASF.

6. Location of Grandstand Seats

Parramatta Eels reserves rights to allocate the location of the Grandstand Seat plaque pledged at their discretion. Your seat selected will be randomly positioned in the Grandstand at Parramatta Eels HQ in Kellyville, NSW.

7. Damage to Grandstand Seats

The Parramatta Eels will repair or replace the Grandstand Seat plaque if there is any material damage in the 10-year period of the pledge/campaign.

8. Privacy and Terms of Use of Parramatta Eels Website

8.1 Privacy

Parramatta Eels, collect your personal information to communicate with you in relation to the Grandstand Seat campaign.

By providing your personal information you agree it will be disclosed to, and used by, the Parramatta Eels under the terms of this statement and the Parramatta Eels Privacy Policy (<u>https://www.parraeels.com.au/privacy-policy</u>) which contains information about how you may access and seek to correct your personal information or complain about a breach of your privacy, and how the NRL and the Parramatta Eels will deal with that complaint.

You may choose not to provide the Parramatta Eels with certain information, though this may affect the service that you receive and may prevent the Parramatta Eels from fulfilling your donation. As such you accept any impact or loss of rights due to that choice.

The Parramatta Eels will provide the donors name, email address and donation information to the ASF for the purpose of issuing a tax receipt. Refer to the ASF privacy policy https://asf.org.au/privacy-policy for more details.

8.2 Use of content

Through donating for a Grandstand Seat, you provide consent to the use of content generated by the website, including social tiles, by Parramatta Eels for marketing and promotional purposes, on a perpetual basis, without any compensation.

8.3 Opting out of Communications

- Donors may remove themselves from any mail and email communications at any time by following one of the following options:
- Following the relevant unsubscribe instructions contained in any electronic communication which you receive from the Parramatta Eels.
- Writing to the Parramatta Eels at to the attention of *Parramatta Eels Foundation* at PO Box 317, Kellyville NSW 2155 requesting cancellation of any email, or mail communications.
- Emailing the Parramatta Eels at <u>eelsfoundation@parraeels.com.au</u> requesting cancellation of any email, or mail communications; or
- Contacting the Parramatta Eels on 1300 258 346.

8.4 Website Terms of Use

At any time, you enter the Parramatta Eels websites, you agree to be bound by the terms governing use of the website that are in force at that time.

8.5 Change of Personal Details

The Donor is responsible for notifying the Parramatta Eels should their personal details change, including contact details or any other relevant information that could affect the donation to the Parramatta Eels within 30 days from payment.

9. Amendment of the Terms and Conditions

The Parramatta Eels may vary these terms and conditions at any time in its discretion. The Parramatta Eels will give notice of any amendments to these terms and conditions by:

- Email to the email address which you notified us of on the registration page or in any subsequent communication we receive from you updating your contact details; or
- Posting the revised terms and conditions on https://www.parraeels.com.au/
- Your continued registration as a Grandstand Seat donor of the Parramatta Eels after such notifications above will constitute acceptance by you of any amendments to the terms and conditions.

10. General

These terms and conditions are governed by the laws of New South Wales. Each party submits to the non-exclusive jurisdiction of courts exercising jurisdiction there in connection with matters concerning these terms and conditions.

No failure to exercise or delay in exercising any right, power or remedy by the Parramatta Eels under these terms and conditions operates as a waiver of that right, power or remedy by the Parramatta Eels.

Any clause or provision of these terms and conditions that is prohibited or unenforceable in any jurisdiction is ineffective as to that jurisdiction solely to the extent of the prohibition or unenforceability. That does not invalidate the remaining clauses or provisions of these terms and conditions or affect the validity or enforceability of that clause or provision in any other jurisdiction.

11. Further Information

For further information or clarification on the Parramatta Eels, please email <u>eelsfoundation@parraeels.com.au</u> or call 1300 258 346.