



# OFFICIAL RULES

**Program overview:** The Aussie Cotton Farmers Grow Communities Program ("Program") will give eligible cotton farmers who are 18 years of age or older and actively engaged in farming cotton in one of 14 Cotton Grower Association areas in New South Wales or Queensland (see below) the opportunity to submit an application nominating an eligible local community charitable or not-for-profit organisation to receive a grant of AUD\$5,000. Eligible entries will be judged on the criteria listed in section four below.

**1. Total Value of the Grant:** The total value of all grants to be awarded is AUD\$150,000. Grants will consist of 30 projects each valued at AUD\$5,000 (the "Grant").

**2. Program Entry Period:** Entries for this Program must be received between 9am AEST Monday 1 July 2019 and 5pm AEST Friday 30 August, 2019 (the "Program Entry Period"). Late entries will not be accepted.

**3. Program Administration:** The Grant funds available for distribution are provided by the Bayer Fund, the philanthropic arm of the Bayer AG in the US, to the Foundation for Rural and Regional Renewal ([www.frrr.org.au](http://www.frrr.org.au)) (the "FRRR"), a charitable institution in Australia, supporting rural and regional Australia. FRRR has been engaged by the Bayer Fund to administer the Program, review the entrants' eligibility, select the best applications and make the grants to the 30 successful organisations.

## 4. Eligibility

**Farmer Eligibility** – Entrants must be 18 years of age or older and "actively engaged in farming" cotton in one of the following 14 (fourteen) Cotton Grower Association areas in New South Wales or Queensland:

- Darling Downs,
- Lower Namoi,
- Gwydir Valley,
- Macintyre Valley,
- Macquarie,
- Southern Valleys (Lachlan/Murrumbidgee),
- Upper Namoi,
- Central Highlands,
- St George,
- Dawson Valley,
- Mungindi Water Users,
- Dirranbandi,
- Walgett,
- Darling River Food and Fibre (Bourke).

The entrant must reside in the State where he or she is actively engaged in farming cotton.

A farmer is “actively engaged in farming” if he or she performs the work of cotton farming or hires and actively manages others who do so. Entries are limited to one entry per eligible farmer regardless of method of entry.

The farmer must nominate an eligible charity or not-for-profit organisation ("Organisation") to receive a Grant. The Organisation selected by the farmer is only eligible if it:

- supports projects and activities that offer clear public benefit for communities in small rural, regional and remote locations in Australia;
- contributes to rural and regional renewal, regeneration and development in Australia in social, economic, environmental, health, education or cultural areas; and
- is located in the Cotton Grower Association areas listed above.

The encouragement or advancement of sport, recreation and social activities is not considered a charitable activity by the Australian Taxation Office. Applications from an eligible farmer nominating a not-for-profit sporting organisation will only be considered eligible if FRRR determines that it clearly demonstrates a benefit to the wider community. If in doubt, please contact FRRR to discuss your proposed nomination.

The Organisation should be involved in projects that meet the following criteria:

- are for a charitable purpose (address a need in the community);
- enjoy demonstrable community support;
- have a good prospect of longer-term viability and impact;
- involve partnerships or leverages financial and/or in-kind contributions;
- are differentiated from similar projects already in existence;
- are supported by viable project management arrangements (and is a financially sound Organisation);
- offer value for money;
- demonstrate innovation;
- are undertaken anytime between November 2019 and November 2020.

What can't be funded?

- Purely social, sporting or recreational activities. The encouragement or advancement of sport, recreation and social activities is not considered a charitable activity by the Australian Taxation Office. Applications from sporting organisations need to clearly demonstrate a benefit to the wider community
- Projects that benefit an individual rather than a community
- Scholarships or endowments
- Projects outside of the 14 eligible Cotton Grower Association areas in NSW or QLD
- Underwriting deficits
- Religious, politically partisan, or similar activities

Any Organisation that FRRR determines, in its sole discretion, discriminates based on race, creed, ethnicity, religion, sex, age, or national origin is not eligible to receive a Grant. Sections 6 and 7 of these Official Rules include other requirements regarding Grants.

*Not eligible to participate* – FRRR, as the Program administrator, is not an eligible Organisation for this Program. Additionally, the following individuals and the persons with whom they are domiciled are not eligible to enter or participate in this Program: (i) officers, directors, and employees of the Bayer Fund, or of any of its representatives or advertising/promotion agencies; (ii) officers, directors and employees of Monsanto Australia/Monsanto Company/Bayer Australia, or of any of its subsidiaries or affiliates; (iii) officers, directors and employees of any Bayer Technology Service Providers; (iv) officers, directors and employees of FRRR, or of any of its subsidiaries or affiliates; and (v) spouses or immediate family members of any of the officers, directors or employees listed in (i) through (iv) above.

FRRR retains absolute discretion in determining the eligibility of the farmer and the nominated Organisation.

**5. How to Enter:** No purchase is necessary to enter or win. Please complete and submit the 2019 Program application form within the Program Entry Period. There are two ways to submit the application form, as described below. Entries may only be made according to the procedures described in these Official Rules.

A. To enter the Program online, visit <http://www.frrr.org.au> and submit an entry by utilising the online survey. All entrants are required to complete all required registration information (including, without limitation, your name, address and other contact information). All entries must be submitted within the Program Entry Period to be eligible. All applications become the property of FRRR and the Bayer Fund. FRRR will acknowledge receipt of nomination.

B. To enter the Program by mail, please go to <http://www.frrr.org.au> to print out the application form. Once completed, mail to FRRR at **PO Box 41, Bendigo, Victoria 3552, Australia** within the Program Entry Period.

C. Entries will be deemed received at the time the entry is received in FRRR's mail or post box or competition database and not at the time of transmission. Entries that do not comply with these Official Rules will be disqualified. FRRR reserves the right in its sole discretion to disqualify any entry at any time which, in its opinion, is offensive, contains unsuitable material, threatens the safety or well-being of any entrant, or if it is determined that the entrant has not complied with these Official Rules. To be valid, each entry must provide all information requested.

**6. Grants:** A maximum of 30 (thirty) projects will be awarded the Grants. The number of entries to be awarded from each Cotton Grower Association area will be:

Queensland:

- Darling Downs (5)
- Central Highlands (1)
- St George (1)
- Dawson Valley (1)
- Dirranbandi (1)
- Macintyre Valley (2)

Total: 12

New South Wales:

- Lower Namoi (3)
- Gwydir Valley (3)
- Macquarie (2)
- Southern Valleys (Lachlan/Murrumbidgee) (4)
- Upper Namoi (4)
- Mungindi Water Users (1)
- Walgett (1)
- Darling River Food and Fibre (Bourke) (1)

Total: 18

The 30 (thirty) entries that best meet the entry and judging assessment criteria (listed in section 4) will be awarded a grant. FRRR's assessment shall be final and binding.

If no entries, not enough entries or not enough eligible entries are received within the Program Entry Period from an eligible farmer in any of the 14 (fourteen) Cotton Grow Association areas identified above, FRRR, on behalf of the Bayer Fund, may select a winning entry from another Cotton Grower Association area.

The Bayer Fund reserves the right at its sole discretion to cancel the Program at any time. All details about the Grants not specified in these Official Rules will be determined by the Bayer Fund at its sole discretion. No entrant will be awarded more than one Grant in a single year.

The Grants are not transferable. No substitution of a Grant, or any portion thereof, is allowed, except at the sole discretion of FRRR. A Grant has no retail value, and there is no income to be reported to the awarded recipient for tax purposes. The recipients will not be able to obtain an income tax deduction as a result of the Grant made to the Organisation.

**7. Use of a Grant:** The Organisations that receive a Grant must agree to use the Grant in the manner set out in the nomination form.

The Grants may only be used in accordance with the nomination and may not be used for any of the following: (a) underwriting deficits; (b) religious, politically partisan, or similar groups; (c) endowments; or (d) projects in which Bayer Fund, FRRR or Bayer Australia has a financial interest, or from which any of these entities could derive a financial benefit. Determinations of whether the proposed use of funds meets the criteria described herein shall be made at FRRR's sole discretion.

**8. Selection:** FRRR will assess submitted entries once entries have closed and successful farmers and organisations will be notified by email by 30 November 2019. A list of successful applicants and grant recipients will also be published on FRRR's website ([www.frrr.org.au](http://www.frrr.org.au)) and will be published in print or electronic media.

If a grant recipient does not respond to the correspondence claiming the Grant within 3 months of FRRR sending the notification email, FRRR may disqualify that entrant and select another project from other eligible applications for that Cotton Grower Association area.

**9. Payment of Grants:** All Grants will be distributed to the successful Organisations by electronic bank transfer (EFT). All successful organisations will be required to provide directly to FRRR their electronic banking information in order to facilitate the delivery of the AUD\$5,000 Grants. Payment of the Grant will be made within three weeks of confirmation of the organisation's banking details.

**10. Conditions:** By participating in this Program, each entrant agrees as follows: (a) to be bound by these Official Rules which are final and binding in all respects, and to comply with all decisions of FRRR with regard to the Official Rules, their interpretation or application; (b) that he or she meets all the eligibility requirements under these Official Rules; (c) to comply with all Federal and State and Territory laws and regulations; (d) that Australian law, without regard to its conflict of laws principles, shall apply exclusively to the Program and Official Rules; (e) that all issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules or the rights and obligations of entrants or Bayer Fund or FRRR in connection with this Program are governed by and construed in accordance with the laws of the State of Victoria, Australia; and (f) any dispute with respect to the Program and/or these Official Rules shall be resolved in the exclusive jurisdiction of the Courts in the State of Victoria, Australia.

By accepting a grant, each successful not-for-profit group agrees that to their knowledge, they are able and willing to:

- use the whole of the Grant exclusively for the project as described in the nomination and not for any other purpose;
- use its best endeavour to complete the project within twelve months from the date of receipt of the Grant (the "Specified Period");
- promptly advise FRRR of any material change which may affect the Organisation's ability to undertake or complete the project within the Specified Period;
- expend the Grant only within Australia and where specified within the particular State or Territory;
- show the Grant separately in its books of account and/or keep records adequate to enable the use of grant funds to be checked readily;
- acknowledge the support of the Bayer Fund and FRRR in any published or display material;
- give FRRR a final report at the end of the Specified Period and, if the project is completed after the Specified Period, within two months of completion of the project. The report will include a:
  - brief description of the project as submitted in the application;
  - brief description of the project at the time of the report;
  - brief outline of any changes which were made to the project as described originally;
  - brief outline of the reasons for any changes which were made to the project; and
  - signed and dated statement of expenditure showing:
    - the amount received;
    - details of the amounts expended on the project;
    - the balance remaining at date of the report.

By entering into or participating in the Program, each successful applicant also, except where legally prohibited, without additional compensation: (a) grants permission for the Bayer Fund, and those acting pursuant to either's direction, to use all or any part of his or her successful nomination, his or her name, home town name, picture, portrait, likeness, voice, biographical information and comments made in connection with the Program in any and all advertising and promotional materials, worldwide, social media marketing channels, and/or on the world wide web, relating to the Program, and similar programs which may be offered by the Bayer Fund in Australia; (b) agrees that Bayer Fund may make slight stylistic modifications to his or her application and/or comments,

which do not materially alter the original meaning; (c) waives any right to review or approve any such use; (d) agrees that all media or other materials created by the Bayer Fund and/or FRRR are the property of the Bayer Fund and/or FRRR (as applicable), including but not limited to any copyright therein, and waives all moral rights thereto; (e) agrees that the release of information about being chosen as the successful nomination, including dissemination to the public and media through any channels, will be made solely by the Bayer Fund; and (f) releases the Bayer Fund from any and all claims for libel, copyright, invasion of privacy or rights of publicity pertaining to such use.

**11. Data Privacy:** Information that entrants provide to the Bayer Fund or FRRR will be used to communicate with participant(s) in relation to this Program. Entrants may choose not to receive such communications at any time. Only FRRR will have access to bank routing information for the sole purpose of delivering the AUD\$5,000 Grants to the grant recipients.

**12. General:** Neither the Bayer Fund, nor FRRR is responsible for any typographical or other errors in the printing or offering of this Program, or in the description of any Grant or in any other materials produced in connection with the Program. Neither the Bayer Fund nor FRRR is responsible for lost, garbled, misrouted, damaged, distorted, late, stolen or misdirected submissions. The Bayer Fund reserves the right at its sole discretion to cancel, terminate, modify or suspend the Program. In particular, the Bayer Fund reserves the right to cancel or modify the Program if fraud, misconduct or technical failures would destroy the integrity of the Program; or, if a computer virus, bug or other technical problem corrupts the administration, security or proper administration of the Program as determined by the Bayer Fund in its sole discretion. Uses of automated devices are not valid for submission and will subject the user to immediate disqualification.

FRRR may disqualify any person based upon fraud, dishonesty, and violation of the Official Rules or other misconduct. This Program is subject to all applicable Federal, and/or State or Territory rules and regulations and is void where prohibited by law. In the event of termination of the Program, a notice will be emailed to the entrant and posted on FRRR's website.

**13. Release.** By participating in the Program, each applicant and grant recipient agrees to release the Bayer Fund, their affiliates, directors, officers, employees and agencies, and FRRR, and its directors, officers, employees and agencies, from any liability whatsoever, and waive any and all causes of action, for any claims, costs, injuries, losses, or damages of any kind arising out of or in connection with the entrant's entry into or participation in the Program.

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