

TERMS AND CONDITIONS

General

1. Special Broadcasting Service Corporation, 14 Herbert St, Artarmon, NSW 2064 ABN 91 314 398 574, Telephone 1800 500 727 ("SBS") has established a foundation which supports Australian charities and community organisations by providing advertising time to promote their activities (the "SBS Foundation") by way of community service announcements ("CSAs").
2. The SBS Foundation intends to provide advertising time on television to promote the activities of selected applicants ("Partner/s"). Applicants will be solely responsible for the production of a broadcast quality 30 second television commercial ("TVC").
3. Information on how to apply to the SBS to become a Partner of the SBS Foundation ("Partnership") forms part of these Terms and Conditions. By submitting an application to the SBS Foundation, organisations will be deemed to agree with these terms and conditions.

Eligibility

4. Only Australian charity or community organisations are invited to submit applications. For the avoidance of doubt, none of the following will be considered for Partnership: individuals; commercial entities; organisations whose aims and objectives are not aligned with the SBS Charter; political causes, candidates, organisations or campaigns existing commercial clients of SBS organisations that are not Australian entities; organisations whose primary purpose is to influence legislation; or endowments or capital campaigns (e.g. building programs).
5. SBS Board members, members of SBS' Community Advisory Committee, employees of SBS and their immediate families are ineligible.

How to apply

6. To apply organisations must read the SBS Foundation Guidelines and:
 - a. complete and submit an application online via sbs.com/foundation (emailed or posted applications will not be accepted);
 - b. supply a TVC with their application that satisfies the requirements of clause 19; tvc's that cannot be supplied by email should be posted to SBS Foundation, Locked Bag 028, Crows Nest NSW 1585. If a TVC is yet to be created, detailed and costed plans to create a TVC must be supplied which demonstrates (to be determined at SBS's discretion) your ability to produce a TVC ; and
 - c. comply with the SBS Foundation Guidelines and these Terms and Conditions.
7. Organisations must submit entries online to SBS between 10am AEST Tuesday, 28 February 2012 and 5.00 pm AEST on Friday, 30 April 2012 with their Organisation's name, address and phone number. The application must be complete and abide by the Guidelines; otherwise the application will not be considered by the SBS Foundation.
8. Only one application per organisation may be submitted. All applications become and remain the property of SBS.



Selection criteria

9. The SBS Foundation is seeking partners from the following categories: creative/arts; multicultural; Indigenous; environmental; health; regional; and sport.
10. To be considered, you will need to demonstrate your organisation's: alignment with the SBS Charter; purpose, objective and activities; measurable campaign objectives and plans; need for television promotion; capacity to produce a TVC; and status as an Australian entity.
11. If the applicant does not have a TVC available, SBS will determine, at its discretion whether the TVC production plan sufficiently demonstrates ability to produce the TVC. SBS may request further information in order to make such determinations but is under no obligation to do so. In the event an applicant has not demonstrated, to SBS satisfaction, that they will be able to produce a TVC for the advertising campaign, that applicant will not be considered for Partnership.

Partnership and selection

12. All completed applications will be assessed by SBS according to the criteria stipulated in the Guidelines and these Terms and Conditions. Selected Partners will be required to enter into a formal written agreement with SBS on terms set by SBS before they are entitled to receive the advertising time. The selection of Partners is at the absolute discretion of SBS and SBS is not obliged to enter into a formal agreement with any applicant.
13. The successful applicants will be notified by email by 5pm (AEST) Friday 1 June 2012 and published on the SBS website.
14. The Partnership is offered during the period of one (1) year only from 2 July 2012 to 30 June 2013. The promotional activities of the Partnership must be performed between 2 July 2012 and 30 June 2013.

Final Conditions

15. Nothing in this application process and subsequent Partnership will constitute a legal partnership between or joint venture by selected applicants and SBS or its associated entities.
16. The Partnership is not transferable or exchangeable and cannot be taken as cash.
17. SBS accepts no responsibility for any expenses, loss, damages, or injury incurred in connection with taking up the Partnership with the SBS Foundation.
18. SBS assume no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorised access to, or alterations of entries, and reserves the right to take any action that may be available. If for any reason this Partnership is not capable of running as planned, due to causes including, but not limited to tampering, unauthorised intervention, fraud, technical failures or any other causes beyond the control of the SBS which corrupt or affect the administration security, fairness, integrity or proper conduct of these CSA's, SBS reserves the rights in its sole discretion to disqualify any individual who tampers with the entry process, take any action that may be available, and to cancel, terminate, modify or suspend the Partnership.

19. All details of the application will be used and preserved in accordance with the National Privacy Principles. A request to access, update or correct any personal information should be directed to that office. Unless otherwise notified, SBS may use the application for promotional and publicity purposes. Organisations consent to their full names and/or their entries being used in all media by SBS.
20. All CSAs must comply with the relevant laws and SBS editorial requirements, including the SBS Act, Codes of Practice and Editorial Guidelines. The Organiser must include a CAD number on the CSA and ensure the material is not defamatory, in contempt of court; and that all underlying copyright material is cleared.