



Terms & Conditions

Flagstone youth activations

Offers close

11:59pm AEST, Sunday 5 February 2023

Terms and Conditions

Flagstone youthHYPE Service Providers Community Funding Terms and Conditions

All signed EOI forms are evidence of the Service Provider's acceptance of these terms and conditions.

- An EOI not made in accordance with these terms and conditions will not be considered.
- Peet Flagstone reserves its discretionary right to edit, include or exclude any EOI from being part of the Flagstone youthHYPE program.
- The Service Provider shall indemnify and release Peet Flagstone in respect of any judgement, action, or liability for all loss, damage or injury to persons or property arising from the negligence of the Service Provider against any breach by the Service Provider of any third party intellectual property rights and against any act or omission by the Service Provider (or where the Service Provider is a minor, their parent or guardian) commenced by a third party against Peet Flagstone.
- Service Provider's agree that if they are successful provider for the Flagstone youthHYPE program they authorise Peet Flagstone to use, reproduce and or exhibit any images associated with the EOI for the purpose of advertising and promoting the Flagstone youthHYPE Program. The promotion of the Service Provider's activities may be exhibited or reproduced in any medium. This may include paper copies of brochures and paper copies of newsletters. Activities may also be posted on Peet Flagstone website, Facebook or Instagram pages, community e-newsletters, media releases and PowerPoint presentations. Peet Flagstone is not required to pay to the Service Provider a fee to use, reproduce or exhibit any images connected with the EOI once the agreement is in place.
- By accepting the terms, you, the Service Provider, release and discharge Peet Flagstone for any liability which might arise in relation to defamatory or offensive material or any breach of the copyright which may occur as a result of listing and inclusion into the Flagstone youthHYPE marketing campaign.
- The Service Provider agrees to indemnify and must defend and hold harmless Peet Flagstone, its employees and agents, from and against all loss, damage, liability, charge, expense (including all reasonable legal and other professional costs on a full indemnity basis) of any nature or any kind arising from your breach of these terms and conditions.
- The Service Provider agrees they are solely responsible for the conduct of the Activity. Participation in any activity is voluntary and at the discretion of the participant.
- The Service Provider must keep all personal information concerning any participant(s) in a secure location so that no unauthorised person is able to access it. The registration form, must include notification that Peet Flagstone will have access to their personal information.
- The Service Provider (together with each of its servants, employees, agents and subcontractors engaged in the performance of the Activity) must not use personal information concerning any participant(s), and/or make contact with a participant, unless it is directly relevant to their attendance at the Activity for which the participant has expressed an interest; required by law; or the participant's consent is obtained.
- The Service Provider (together with each of its servants, employees, agents and subcontractors engaged in the performance of the Activity) must comply in all respects with Parts 1 and 3 of Chapter 2 of the Information Privacy Act 2009.
- The Service Provider releases Peet Flagstone and will indemnify Peet Flagstone against any loss, damage or liability, from any claim by a participant taking part in any activity organised and managed by the Service Provider or the Service Provider's servants, employees, agents or contractors.