

TAC Sponsorship Application Terms and Conditions

Issuing Office	Engagement and Partnerships, Community Division, TAC
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Definitions and Interpretations

Applicant means the organisation submitting the application.

Application Form is the questionnaire housed on the SmartyGrants platform.

Assessment Criteria means the application measuring criteria the TAC have provided in the Sponsorship Application Guidelines.

Closing Time means the date and time at which the application window will close. This can be found at <https://www.tac.vic.gov.au/sponsorships>

Contact means askus@tac.vic.gov.au.

EOI means expression of interest process as it relates to the process of considering and submitting an EOI application.

EOI Application means the Application Form completed by the Applicant and provided to the TAC.

EOI Conditions means this document.

EOI Documents means this document, the Application Form, the Sponsorship Application Guidelines and any other documents declared by the TAC to form part of this EOI Application.

Last Date for Questions is the date specified on the information webpage, relating to the submission of queries about a specific application round. This can be found at <https://www.tac.vic.gov.au/sponsorships>

Lodgement Method means the process of applying for a TAC sponsorship on the SmartyGrants platform by way of answering the questions and providing information and supporting materials requested, and correctly submitting the application.

Sponsorship Application Guidelines is the document containing key information regarding the TAC's sponsorship interests.

Sponsorships Webpage means the webpage containing information relevant to each round of sponsorship applications. This can be found at <https://www.tac.vic.gov.au/sponsorships>

Expression of Interest (EOI) conditions

By submitting an EOI Application, the Applicant agrees:

- to be bound by these EOI Conditions;
- to only use the information provided by the TAC as part of this EOI in accordance with these EOI Conditions;
- to lodge its EOI Application by the Closing Time accordance with the Lodgement Method and agree that any EOI Application lodged after this time or in a different manner than set out in the Application Form will be excluded from this EOI process;
- it is solely responsible for allowing enough time to lodge its EOI Application before the Closing Time, a



TAC Sponsorship Application Terms and Conditions

failure of the Applicant's delivery system (e.g. computer, courier) does not constitute grounds for late acceptance by the TAC;

- the TAC is not responsible for and will not pay for any expense or loss incurred by the Applicant to prepare or lodge its EOI Application or as a result of any change made by the TAC to the EOI;
- to not seek or obtain assistance from TAC employees, agents or contractors or make unlawful inducements in connection with the preparation or lodgement of its EOI Application, other than general enquiries made through the official channels provided on the Sponsorship Webpage;
- to not engage in any collusion, anti-competitive or other similar conduct with any other person in relation to the preparation, content or lodgement of its EOI Application;
- to not make any public announcements about this EOI without the TAC's prior written consent;
- the TAC is not obliged to shortlist any or all Applicants, accept the lowest price or any EOI Application;
- the EOI Documents are not an offer and no legal relationship will exist for the supply described until a binding contract is executed by the successful Applicant and the TAC;
- on lodgement its EOI Application becomes the TAC's property and the Applicant grants the TAC, its employees, agents and advisers a licence to retain, use, adapt, modify and copy information contained in its EOI for any purpose relating to this EOI including evaluation or audit;
- to keep the EOI Documents and all information provided by the TAC in connection with the EOI confidential;
- to not reproduce or use the EOI Documents (or any part of it) except strictly necessary for preparation and submission of its EOI Application;
- it has declared all actual, potential or perceived conflicts of interest in its EOI Application;
- to promptly notify the TAC if it becomes aware of an error in the EOI Application (excluding clerical errors which would have no bearing on the evaluation of the EOI Application);
- to direct all communications via the enquiries form found at <https://www.tac.vic.gov.au/sponsorships>;
- it has made its own inquiries and sought relevant advice before lodging the EOI Application;
- that the Local Jobs First Act 2003, applies to this EOI; and
- this EOI and the EOI Documents are governed by the laws of Victoria and it will comply with all relevant laws in preparing and lodging its EOI Application and participating in this EOI process.

We (the TAC):

- may change any details in the EOI;
- may extend the Closing Time or any other date set out in the EOI Documents or notified in connection with this EOI;
- may require further information or clarification about the Applicant's EOI but is not obliged to do so;
- will assess EOI Applications against the Assessment Criteria noted in the Sponsorship Application Guidelines;



TAC Sponsorship Application Terms and Conditions

- after evaluating the EOI Applications may, without limiting any other options available to it, do any of the following:
 - prepare a short-list of Applicants;
 - invite further negotiations with short-listed Applicants and others;
 - call for tenders from the market generally for the services described in the EOI Documents or any similar or related services;
 - commence discussions with any Applicant or other party in relation to the EOI requirements;
 - negotiate with one or more Applicants;
 - decide not to proceed further with the EOI process; or
 - start a new EOI process by calling for EOIs on a similar or different basis to that outlined in EOI Documents;
- may set-aside an Applicant which does not comply with the EOI Conditions;
- may disregard any content in an EOI Application that is illegible and any handwritten changes that are not initialled by an authorised officer of the Applicant;
- will treat all EOI Applications as confidential except as required by government policy or law, for the purpose of investigations by the ACCC, Auditor-General or other government authority having jurisdiction, disclosure to external consultants and advisers of the TAC engaged to assist with, or audit, this EOI;
- does not warrant the accuracy or completeness of the information it supplies and is not liable for any error in or omission from that information;
- will respond to questions correctly submitted by Applicants before the Last Date for Questions indicated in the <https://www.tac.vic.gov.au/sponsorships>;
- will distribute to all Applicants the answers to questions from any Applicant unless the TAC considers the information to be confidential;
- will reject EOI Applications received after the Closing Time, except in accordance with Victorian Government Purchasing Board Policies; and
- will return late EOI Applications, not accepted in accordance with the point above, unopened at the end of the EOI process.



TAC Sponsorship Application Terms and Conditions

Complaints about the EOI process

Any complaint about this EOI must be submitted in writing to the Contact immediately after the cause of the complaint arises or becomes known. The written complaint must set out:

- the basis for the complaint specifying the issues of concern;
- how the subject of the complaint and the specific issues affect the person or organisation making the complaint;
- relevant background information; and
- the outcome desired by the person or organisation making the complaint