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# Innovation and Sustainability Fund Program Terms

Country Press Australia  
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**THESE PROGRAM TERMS (“TERMS”) GOVERN YOUR PARTICIPATION (ON BEHALF OF YOUR ORGANISATION), AND YOUR ORGANISATION’S PARTICIPATION, IN THE FACEBOOK AND COUNTRY PRESS AUSTRALIA INNOVATION AND SUSTAINABILITY FUND. BY SUBMITTING AN APPLICATION FOR FUNDING YOU, ON BEHALF OF YOURSELF AND YOUR ORGANISATION (COLLECTIVELY, “YOU”), AGREE TO THESE TERMS. IF ANY OF THESE TERMS ARE NOT COMPLIED WITH, PARTICIPATION MAY BE FORFEITED, INCLUDING RECEIPT OF ANY FUNDS, AND ANY FUNDS PAID MAY NEED TO BE REPAID TO PROGRAM ENTITIES, ALL IN THE ABSOLUTE DISCRETION OF COUNTRY PRESS AUSTRALIA (“CPA”).**

WHAT IS THE FACEBOOK AND COUNTRY PRESS AUSTRALIA INNOVATION AND SUSTAINABILITY FUND PROGRAM?

The Facebook and Country Press Australia Innovation and Sustainability Fund Program (“**Innovation and Sustainability Program**”) is a program offered by Facebook, Inc. (“**Facebook**”) and administered with the help of Country Press Australia (collectively, Country Press Australia and Facebook are the “**Program Entities**”), which offers financial assistance in the form of a one-time payment (“**Funds**”) to select members of an affiliated State Member of Country Press Australia (member) to help support them in 1) producing original news content through an innovation project and/or 2) projects to contribute to a publishers’ long-term financial sustainability (“**Purpose**”).

WHO CAN APPLY?

Country Press Australia will consider one application per member or a combined application on behalf of multiple members. An entity/company may make only one application but may include multiple mastheads/members owned by that entity in that application. Facebook will also receive a copy of each application for its consideration. Only organisations meeting the following requirements as of the application date (collectively, “**Applicants**”) may apply to the Innovation and Sustainability Program:

- Have a news website with regular news articles uploaded;
- Have a Facebook site with news links to the applicant’s news website;
- Regularly upload news content to Facebook with links back to the news article on the publisher’s website. A Facebook page containing only PDFs of editorial pages or without any links to a website will not be eligible for the fund;
- Be a paid-up full member of the Queensland Country Press Association, the Victorian Country Press Association, Country Press New South Wales or Country Press South Australia and also be a paid-up member of Country Press Australia as at 31 January 2022.

- Signed an Authorisation to Act document confirming agreement for CPA to Collectively Bargain with Facebook on behalf of the Applicant;
- Signed a Deed Poll of Confidentiality (DPC) with CPA and comply with that DPC.

### **Applicants must NOT:**

- Discriminate based on race, gender, faith, national origin, sexual orientation or disability;
- Carry on propaganda or otherwise attempt to influence specific legislation;
- Be on a government web-based watch list of banned entities or employ, deal with, or otherwise be associated with any individuals on such lists, or aid or support any entities or whom it knows or believes to support terrorism;
- Be in violation of integrity standards on any Facebook platform;
- Be a fact checker participating in the 3PFC Facebook program;
- Be editorially directed by any government;
- Be primarily a tertiary institution, research organisation, rather than a news organisation.

### **As a condition of participating, Applicants hereby agree as follows:**

- To read, complete, agree to, and sign additional documentation provided to them by CPA from time to time that, among other things, provides information for tax and legal compliance purposes and confirms the requirements and conditions of these Terms, if selected as a potential Funds recipient; and
- That the natural person filling out the Innovation and Sustainability Program application is an authorised representative of the organisation identified in the application, if applicable.
- That Facebook and CPA (directly and/or through a third party (e.g., Submittable) may collect personally identifiable information to perform certain compliance checks and sanctions screenings.
- To supply Facebook and/or CPA, as applicable, with any information reasonably requested in order to perform necessary due diligence and background checks.

### **WHAT MUST THE APPLICATION INCLUDE?**

#### **Each application must include the following:**

- A description of how funds will be used for the Purpose
- Contact information
- Organisation information, including number of employees and a link to your website
- Number of journalists (including reporters, sub-editors, photographers) employed on a full time, part time or casual basis and be paid under the:

- JOURNALISTS' COUNTRY NON-DAILY NEWSPAPERS (CPA) AGREEMENT 2017;
  - JOURNALISTS PUBLISHED MEDIA AWARD 2020; or
  - AN ENTERPRISE AGREEMENT BASED ON THE JOURNALISTS PUBLISHED MEDIA AWARD 2020.
- Journalist numbers recorded by CPA for this reporting will be expressed as full-time equivalents (i.e. a part-time journalist working three days a week is classified as an 0.6 FTE. A casual journalist would be averaged out over the previous three months and annualised or the average since their employment commencement if employed less than three months).
  - Majority shareholders/proprietors are not eligible to be included as an employed journalist as part of the calculation of journalist numbers.
  - Publishers must agree in writing to grant access to the auditing of their payroll in relation to the employment of journalists.
  - If your organisation owns other newspapers eligible to be a member of a Country Press Australia State Member and it is not a member the total number of eligible journalists will be totalled and then divided by the number of newspapers owned.

All of the information and materials supplied by Applicants is referred to as "**Applicant Content.**" If you do not provide all required information, your application will not be considered.

**Applicant Content must meet the following requirements, as determined by CPA in their sole discretion:**

- Not infringe, misappropriate, or violate any rights of any third party including, without limitation, rights of privacy or publicity; and
- Only include content about persons or entities from whom the Applicant has all necessary permissions and rights, including, if applicable, a minor's parent or legal guardian (Applicant agrees to provide Program Entities with evidence of those permissions and rights upon request).
- Applications must be in English.

You are solely responsible for complying, and You undertake and warrant that you will comply, with all applicable national, state, and local laws, rules, or regulations in connection with your participation in the Innovation and Sustainability Program and otherwise in connection with these Terms. Proof of your application (such as, without limitation, a screenshot of your application) does not constitute proof of actual receipt of a submission for purposes of this Innovation and Sustainability Program. Applications will not be returned and, in fact, may be destroyed after the Innovation and Sustainability Program is over. Keep a copy of each element of your application. Applications that are incomplete, illegible, corrupted, damaged, destroyed, altered, false, lost, late, misdirected, garbled or otherwise not in compliance with these Terms will not be accepted and will be void. The Program Entities will not enter into any correspondence in relation to any unsuccessful application.

## WHAT IS THE APPLICATION AND THE SELECTION PROCESS?

### APPLICATION PROCESS

Applications will be accepted from 9:00:00 AM Australian Eastern Daylight Time (“AEDT”) on 1 February 2022, until 5:00 PM AEDT on 21 February 2022 (“Application Period”). To apply, eligible Applicants can visit the Grant Program application page at [cpa.grantplatform.com](http://cpa.grantplatform.com) and follow the on-screen links and instructions to complete and submit the Innovation and Sustainability Program application form and provide all required information. Applicants must comply with all on-screen instructions to be eligible.

### SELECTION PROCESS

A committee consisting of representatives selected by CPA will review eligible applications and select potential finalists.

**Finalists will be selected by CPA in its discretion taking into account the following criteria:**

- Clear and compelling description of how funds will be used for the Purpose;
- Whether the organisation meets one or more of the preference criteria;
- Numbers of journalists employed by the organisation;
- The clarity of the applicant's budget proposal;
- Whether the applicant has clearly and candidly explained how the funding will contribute to their organisation's production of original news content, newsroom sustainability and/or digital transformation through an innovation project and/or projects to contribute to a publishers' long-term financial sustainability;
- Judges will have the right to reject an application which in their opinion does not comply with these terms and conditions; and
- The judges' decisions will be final.

Facebook may screen Applicants with an existing Facebook page through internal review to help determine whether a publisher is suitable for funding in accordance with these Terms, however all decisions relating to applications will be made by CPA.

Awarded applicants will be notified of their success via email or telephone. The awarded amount will be delivered in a single up-front payment.

## WHAT IS THE FUNDING?

It is intended that successful applicants funding will be nominally allocated based on certified numbers of Full Time Equivalent (FTE) journalists employed.

Approximate available funds for a project will be the number of FTE journalists x \$10,000/\$12,000. You may apply for less or greater than the amounts calculated. This number provides an estimate of funds available to your organisation based on previous information gathered.

However, the applications selected to receive funding by the Program Entities will receive amounts, with each value and exact number awarded determined in CPA's sole discretion.

Each successful recipient warrants and undertakes that it will only use the funding

directly and solely for the Purpose as identified in the successful recipient's application and otherwise in accordance with these Terms.

As a condition of applying, each Applicant that receives funding agrees to sign documentation without alteration 1) allowing Program Entities to use its name and certain other information, including potentially identifying its representatives, for publicity and marketing purposes in any media whatsoever; 2) agreeing to the restrictions and obligations with respect to use of the funding, including, without limitation, preparing and submitting a follow-up report and other restrictions and obligations set forth below; and 3) granting Program Entities a license to results, reports, project details and other materials created or produced by Applicant in connection with the funding, including but not limited to the Application Materials.

WHAT ARE THE RESTRICTIONS ON USE OF THE FUNDING?

**As a condition of participating, Applicants hereby agree as follows if selected as a successful recipient:**

- Each successful recipient commits to spending the funds as per the budget approved by CPA;
- Recipients will provide reports explaining the impact of the grant on the recipient organisation (e.g., stories created using the grant, new subscribers generated) and a description of project outcomes ("Grant Recipient Reports") within six months of receiving funds and then again 10 months after receiving funds.
- Each successful recipient must complete any additional reports or provide any additional documentation or verification, including, but not necessarily limited to, payroll reports, verification of entity status, news clips, and financial reports, as reasonably requested by the Program Entities; and
- Grant funds must only be used within Australia unless otherwise approved in writing by CPA at its discretion from time to time, provided that in any event grant funds may not be transferred: (a) to any individual, entity, or country prohibited by any applicable U.S. or non-U.S. export controls and trade sanctions; (b) to anyone on U.S. or non-U.S. government restricted parties lists; or (c) for any purpose prohibited by applicable export controls and trade sanctions, including nuclear, chemical or biological weapons, or missile technology applications without the required government authorisations.

Use of any Grant amount must comply with all applicable explicit or implicit terms and conditions or policies applicable for platforms, applications, software, tools or other resources used by the funds recipient, if any. Funds recipient must also comply with Facebook's Privacy Principles available at <https://www.facebook.com/about/basics/privacy-principles>, as well as any ethical standards applicable to the proposed project, as determined in Facebook and CPA's sole discretion. As such, each Applicant must follow the spirit of such terms and conditions, principles and policies; and any attempt to subvert or to use a work-around of such terms and conditions or policies may, in Facebook and

CPA's sole discretion, result in forfeiture of any Grant amounts awarded or disqualification from this Innovation and Sustainability Program. Each funding recipient acknowledges that receiving funds does not confer upon the Applicant any special recognition, endorsement, or affiliation with either of the Program Entities. Limit one Application funded per news brand/newsroom (an organisation that owns several news outlets is eligible to apply for one amount per brand). Funds must only be used directly for the Purpose. If a recipient is otherwise unable to use the funding solely and directly for the Purpose and related activities, the organisation agrees to promptly return any unexpended funds to CPA. If any portion of the funding is used for any purpose other than the purpose described in the application, you agree to promptly correct this error. If the misuse is not promptly corrected, CPA may demand the return of the entire funding and you agree to do so.

Successful entrants will be required to apply for registration to [Facebook's News Page Index](#). Results of News Page Index registration and screening process will not impact grant amounts for selected grant recipients.

#### LICENSE AND RELEASE

By submitting an Application (except where prohibited by law), each individual entrant, on their behalf and on behalf of their organisation, grants the Program Entities the irrevocable, sublicensable, absolute right and permission to use, publish, post or display the individual submitting the application's name, photograph, likeness, voice, biographical information, any quotes attributable to her or him and any other indicia of persona (regardless of whether altered, changed, modified, edited, used alone, or used with other material in the Program Entities' sole discretion), organisation name and logo, and Application Materials for advertising, trade, promotional and publicity purposes without further obligation or compensation of any kind to her or him or the organisation, anywhere, in any medium now known or hereafter discovered or devised (including, without limitation, on the Internet), worldwide, without any limitation of time, and without notice, review, or approval and each entrant releases the Program Entities from any and all liability related thereto. Nothing contained in these Terms obligates Program Entities to make use of any of the rights granted herein and entrant waives any right to inspect or approve any such use.

#### GENERAL TERMS

CPA reserves the right, in its sole discretion, to discontinue funding and take other steps it deems appropriate if it is not satisfied with the progress of the funding or content of any written report or meeting.

CPA's decisions will be final in all matters relating to this Innovation and Sustainability Program, including interpretation of these Terms and acceptance or rejection of applicants at any time.

Applicants agree to not damage or cause interruption of the Innovation and Sustainability Program and/or prevent others from participating in the Innovation and Sustainability Program. Program Entities reserves the right to restrict or void

participation from any IP address, email address or domain, device, or other designator or identifiable source if any fraudulent or harmful participation is suspected, as determined by CPA in its sole discretion. CPA further reserves the right to disqualify any applicant who it believes has attempted to tamper with or impair the administration, security, fairness, or integrity of this Innovation and Sustainability Program. ANY ATTEMPT TO DAMAGE ANY ONLINE SERVICE OR WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE GRANT PROGRAM MAY VIOLATE CRIMINAL AND CIVIL LAWS. IF SUCH AN ATTEMPT IS MADE, CPA MAY DISQUALIFY ANY PARTICIPANT MAKING SUCH ATTEMPT AND MAY SEEK DAMAGES TO THE FULLEST EXTENT PERMITTED BY LAW.

If CPA determines at any time in its sole discretion that a funding recipient is disqualified, ineligible, or in violation of these Terms, CPA reserves the right in its sole discretion to select an alternate funding recipient, even if the disqualified potential recipient's name may have been shown or announced. If the Grant Program is not capable of running as planned for any reason, Program Entities reserve the right, in their sole discretion, to cancel, modify or suspend the Innovation and Sustainability Program. In the event there is an alleged or actual ambiguity, discrepancy, or inconsistency between disclosures or other statements contained in any Innovation and Sustainability Program - related materials and these Terms (including any alleged discrepancy or inconsistency within these Terms), it will be resolved by CPA in its sole discretion. Program Entities' failure to or decision not to enforce any provision in these Terms will not constitute a waiver of that or any other provision. The invalidity or unenforceability of any provision of these Terms will not affect the validity or enforceability of any other provision. In the event that any provision is determined to be invalid or otherwise unenforceable or illegal, these Terms will otherwise remain in effect and will be construed in accordance with their Terms as if the invalid or illegal provision were not contained in these Terms.

#### LIMITATION OF LIABILITY

EACH PARTICIPATING INDIVIDUAL AND ORGANIZATION AND EACH OF ITS AGENTS AND REPRESENTATIVES, AGREES TO RELEASE AND HOLD HARMLESS THE PROGRAM ENTITIES, AND THEIR PARENT AND SUBSIDIARY COMPANIES, AFFILIATES, DIVISIONS, FRANCHISEES, REPRESENTATIVES, CONSULTANTS, SUB-CONTRACTORS, SUPPLIERS, DISTRIBUTORS, LEGAL COUNSEL, ADVERTISING, PUBLIC RELATIONS, PROMOTIONAL, FULFILLMENT AND MARKETING AGENCIES (COLLECTIVELY, THE "RELEASED PARTIES") FOR ANY LIABILITY WHATSOEVER ASSOCIATED WITH PARTICIPATION IN THIS INNOVATION AND SUSTAINABILITY PROGRAM, INCLUDING, WITHOUT LIMITATION, FOR INJURIES OR DAMAGES OF ANY KIND SUSTAINED IN CONNECTION WITH THE USE, ACCEPTANCE, POSSESSION, MISUSE OR AWARDING OF ANY FUNDING, OR WHILE PREPARING FOR, PARTICIPATING IN AND/OR TRAVELING TO OR FROM ANY FUNDING - OR INNOVATION AND SUSTAINABILITY PROGRAM - RELATED ACTIVITY. TO THE EXTENT



PERMITTED BY LAW, EACH FUNDING RECIPIENT AGREES THAT THE FUNDS ARE PROVIDED AS-IS WITHOUT ANY WARRANTY, REPRESENTATION OR GUARANTEE, EXPRESS OR IMPLIED, IN FACT OR IN LAW, WHETHER NOW KNOWN OR HEREINAFTER ENACTED, RELATIVE TO ITS USE OR ENJOYMENT, INCLUDING, WITHOUT LIMITATION, ITS QUALITY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

#### DISCLAIMERS

Employees, officers, directors, members, managers, agents, and representatives of the Released Parties are not responsible and/or liable for any of the following, whether caused by a Released Party, the applicant, or by human error (except to the extent that any of the following occur for reasons within Program Entities' reasonable control, if applicable law in your jurisdiction of residence dictates that liability to the injured party in such a case cannot be excluded by law): any lost, late, postage-due, incomplete, illegible, incomprehensible, mutilated, or misdirected email, mail, or Innovation and Sustainability Program - related correspondence or materials; any error, omission, interruption, defect, or delay in transmission or communication; viruses or technical or mechanical malfunctions; interrupted or unavailable telephonic, cellular, cable, or satellite systems; errors, typos or misprints in these Terms, in any Innovation and Sustainability Program - related advertisements or other materials; failures of electronic equipment, computer hardware or software; lost or unavailable network connections or any failed, incorrect, incomplete, inaccurate, garbled or delayed electronic communications; technical or human error which may occur in the administration of the Innovation and Sustainability Program or the processing of applications; or any injury or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from applicant's participation in the Innovation and Sustainability Program. Without limiting any other provision of these Terms, no Released Party is responsible or liable for any injury or damage to the persons or property of applicant or any third party based on use by such party of the Applicant Content made available as part of this Innovation and Sustainability Program. Released Parties are not responsible for electronic communications that are undeliverable as a result of any form of active or passive filtering of any kind, or for insufficient space in a person's email account or voicemail inbox to receive email or voice messages. Released Parties are not responsible, and may disqualify an applicant, if any contact information provided by the applicant does not work or is changed without giving prior written notice to both Program Entities. Without limiting any other provision in these Terms, the Released Parties are not responsible or liable to any applicant (or any person claiming through such applicant) for any inability to proceed with the Innovation and Sustainability Program at any stage or failure to provide funding or any part thereof, in the conference that any of the Innovation and Sustainability Program activities or Program Entities' operations or activities are affected, as determined by Program Entities, by any cause or conference beyond the sole and reasonable control of the applicable Released Party (as determined by Program Entities in their sole discretion).

## DISPUTES/GOVERNING LAW

In no event will any Released Party be liable to an Applicant (whether in contract, tort or otherwise) for any consequential, special, incidental or indirect loss or damage including loss of profit (whether consequential, special, incidental or indirect) that may arise under these Terms. These Terms are governed by and must be construed in accordance with the laws of Victoria. Each party irrevocably and unconditionally submits to the non-exclusive jurisdiction of the courts of Victoria and all courts which have jurisdiction to hear appeals from those courts; and waives any right to object to proceedings being brought in those courts for any reason.