

Chamber Wellness Fund

Terms of use and glossary

Glossary

'applicant chamber' means the chamber of commerce applying for funding.

'application' means either part of the two-stage Registration of Interest and Full Application process submitted to the department for funding under the Chamber Wellness Fund.

'authorised contacts' means anyone authorised to access or complete information on behalf of the applicant organisation.

'chamber of commerce' means an association or network of business people designed to promote and protect the interests of its members.

'closing time' for an application means the time specified by the department by which the application must be lodged through the DESBT SmartyGrants portal in order to be considered by the department. The Registration of Interest closing time is 11:59pm on Tuesday 14th February 2023. The Full Application closing time is 11:59pm on Friday 24th March 2023.

'department' means State of Queensland (represented by Department of Employment, Small Business and Training).

'fund' means the Chamber Wellness Fund.

'DESBT SmartyGrants portal' means the online application portal for the Chamber Wellness Fund applications.

'you' and related parts of speech or other grammatical forms means:

- you as an individual; and
- the chamber of commerce you act on behalf of.

Terms of use

- By using the DESBT SmartyGrants portal, and in consideration of the department permitting you and the applicant chamber to use the DESBT SmartyGrants portal, you and the applicant chamber agree to and accept these terms of use.
- You certify that you are authorised to accept the terms of use on behalf of the applicant chamber, and that the information you provide in your registration and application in the DESBT SmartyGrants portal is current, true, and correct.
- You must keep information you submit to the department up-to-date, and you acknowledge that the department may rely on information submitted until it receives notice from you of updates or changes to the information submitted.
- You must keep your username and password secure, and you are responsible for all activities that occur through use of your password and username.



- You acknowledge that information in your application becomes and remains the property of the department and information received from you through the DESBT SmartyGrants portal will be a public record under the *Public Records Act 2002* (Qld) and may be subject to disclosure under the *Right to Information Act 2009* (RTI Act) and *Information Privacy Act 2009*.
- You acknowledge that the information contained in your application will be shared with partnering organisations and panel members in the assessment of your grant application.
- You acknowledge that you may be required to submit information and documentation in addition to that contained in your application, as required by the department.
- You acknowledge that applications must conform with the requirements of the specific funding program applied for through the DESBT SmartyGrants portal.
- If your application does not conform with the requirements of the system, on-screen messages or messages displayed in the DESBT SmartyGrants portal as validation issues will alert you to non-conforming sections of your application.
- The lodgement of your application will be confirmed via an email to the email addresses provided in the account creation process. **You acknowledge that if you do not receive an email, you will not have successfully lodged your application.**
- You acknowledge that you are required to keep a hardcopy of your application as evidence of lodgement.
- The department will not be responsible for, and you release the department from any liability for, system delays, failures, or outages. You acknowledge that this may include any failure of hardware, software or services related to the DESBT SmartyGrants portal.
- The department may monitor and analyse the DESBT SmartyGrants portal usage for evidence of misuse and attempted or actual security breaches.
- You must comply with other terms specified by the department in relation to the use of the DESBT SmartyGrants portal or use of any information, graphics, or materials on the Workforce Connect Fund webpages on the DESBT website, imposed by the department from time to time.
- You must comply with and submit to the laws and jurisdiction of the State of Queensland in relation to your use of the DESBT SmartyGrants portal.
- When using the DESBT SmartyGrants portal you must not:
 - impersonate or pretend to be another person or pretend to act on behalf of an organisation from which you do not have authority to act
 - submit information that is false or misleading or defamatory towards others
 - infringe others intellectual property or moral rights



- misuse the DESBT SmartyGrants portal, including through tampering with the website, circumventing security measures, denial-of-service attacks, harmful destruction of data or injection of computer viruses.
- You acknowledge that the department may remove, restrict, or edit any information or material on the DESBT SmartyGrants portal that is contrary to the terms of use or to satisfy compliance with any law, regulation, or authorised government direction
- The department may, in its absolute discretion, suspend or terminate at any time you and/or the applicant chamber's access to the DESBT SmartyGrants portal.
- You will be liable for any loss or damage suffered by the department arising from your unlawful conduct, negligence, omissions, or failure to adhere to these terms of use. You release and indemnify the department from and against all actions, proceedings, claims and demands which may be brought or made against it by any person arising from:
 - your unlawful conduct, negligence, omissions, or failure to comply with these terms of use
 - any damages (including incidental and consequential damages, lost profits or damages resulting from lost data or business interruption) resulting from your use of or inability to use the DESBT SmartyGrants portal
 - all losses, including legal costs, damages and consequential loss directly or indirectly caused by your acts or omissions – or acts or omissions of your officers, employees, agents, or related bodies – regarding your use or misuse of the information on the DESBT SmartyGrants portal.
- You acknowledge that information on the DESBT SmartyGrants portal is subject to change without notice.
- You acknowledge that the department makes no warranties that the DESBT SmartyGrants portal is free from infection by computer viruses or other malware.
- You acknowledge that the accessibility and operation of the DESBT SmartyGrants portal relies on internet technologies outside of the department's control and that internet communications may be susceptible to interference or interception by third parties. The department does not guarantee continuous accessibility or uninterrupted operation of the DESBT SmartyGrants portal, or the security, authenticity, integrity or confidentiality of any transactions and other communications made through the DESBT SmartyGrants portal.
- You must immediately report to the department any suspected security breaches, including the use of your information submitted to the DESBT SmartyGrants portal by unauthorised people.
- The department may vary these terms of use. The variations will take effect from the date they are posted on the Chamber Wellness Fund webpage and your continued use of the DESBT SmartyGrants portal will constitute your acceptance of the varied terms of use.
- You acknowledge that the department is subject to the RTI Act, which provides members of the public with certain rights to access documents held by Queensland



government agencies. The department cannot guarantee that the information provided will be protected from disclosure under the RTI Act.

- The use of the DESBT SmartyGrants portal and these terms of use are governed by the laws of the State of Queensland, and you submit to the jurisdiction of the courts of Queensland.
- For applications with an advertised closing time:
 - You acknowledge that applications must be submitted within the specified funding round period.
 - You acknowledge that an application cannot be lodged on the DESBT SmartyGrants portal after the closing time.
 - You acknowledge that you can only make changes to an application after it has been submitted, and before the closing time, by making a request in writing to the department.