

CONTRIBUTION TO FUNDRAISING EVENT/PROJECT

Terms and Conditions on Use of Funds Contributed by Singapore Totalisator Board and by the Government of Singapore

Contribution under the Enhanced Fund-Raising Programme (“EFR matching”)

1 The Singapore Totalisator Board (Tote Board) will contribute to, and the Government of Singapore (Government) will match (if applicable), the fundraising event/project as per our approval letter attached, on the conditions that:

- The Actual Total Expenditure (excluding in-kind items) of the abovementioned event/project is **not more than 35%** of the Actual Total Sum Raised (excluding Tote Board’s and in-kind contributions and any government matching); and
- The Actual Net Surplus generated must be contributed towards the local causes/programmes/services as stated in your application.

2 The amount of EFR matching will be computed as below:

- a) Tote Board’s contribution will be 40% of the eligible sum raised¹ (capped at \$100,000 per project)²; and
- b) the Government’s additional matching³ will be 60% of the eligible sum raised¹ (capped at \$150,000 per applicant for each of the financial years FY20 and FY21 respectively).⁴

If eligible for the Government’s additional matching:

- The abovementioned event/project will only utilise Organisation’s FY20 Government matching cap if its original approved start or end date falls within FY20 (i.e. within 1 Apr 2020 to 31 Mar 2021, both dates inclusive).
- The abovementioned event/project will only utilise Organisation’s FY21 Government matching cap if its original approved start date falls within FY21 (i.e. within 1 Apr 2021 to 31 Mar 2022, both dates inclusive).

¹ Based on the actual total sum raised by the abovementioned event/project (excluding Tote Board’s and in-kind contributions and any government matching).

² Applicants who are not eligible/have fully utilised their \$250,000 dollar-for-dollar matching cap for the respective FY can continue to qualify for Tote Board’s 40% matching, capped at \$100,000 per project, for eligible fund-raising projects. For FY21, each charity shall only be entitled to benefit from a maximum of five approved FY21 applications, being applications that solely benefit that charity.

³ Subject to Organisation not having fully utilised its dollar-for-dollar matching cap of \$250,000 for the respective FY.

⁴ The Government’s matching cap of \$150,000 per applicant is reset for FY21. The matching cap is FY-specific and non-transferrable. Any unutilised cap for FY20 may not be carried forward to FY21; any unutilised cap for FY21 may not be carried back to FY20.

Use of Contribution

- 3 No part of the EFR matching shall be used for any purposes not stated in your application, including without limitation:
 - a) debt/loan repayments;
 - b) religious, political, and/or ideological activities;
 - c) commercial project(s) for the sole purpose of profit-making; and
 - d) in relation to project(s) that benefit only an individual.
- 4 Tote Board shall not be liable for any commitments entered into by Organisation in the expectation of the receipt of funds from Tote Board.

Reports and Release of Funds

- 5 Tote Board shall release the funds directly to Organisation, only upon receiving in good order the (i) actual total income and actual total expenditure of the abovementioned event/project and other requisite details and declarations (submitted through OurSG Grants portal), and (ii) the following supporting documents related to the abovementioned event/project:
 - a)
 - Direct Credit Authorisation (DCA) Form stating the particulars of the bank account to which the Government's additional 60% matching (if applicable) should be made payable. The bank account must be in the sole name of Organisation or any other party pre-approved by Tote Board but not an account of an individual. DCA Form must be endorsed by the bank within the last 2 years.

(The DCA Form is available for download on the portal claims page or on Tote Board's website:
<https://go.gov.sg/toteboardfrclaimssubmission.>)

- Tote Board's 40% matching will be credited via PayNow Corporate. Please therefore ensure that PayNow Corporate service has been setup.⁵
- b) **If available**, the Audited Statement of Accounts by a qualified auditor for all income and expenditure of the event/project. Scanned audited statements must be certified true copy bearing original signature of the HA or his/her equivalent, or his/her AR.

- 6 The claim and supporting documents mentioned in Paragraph 5 above must be submitted via OurSG Grants portal to Tote Board within nine months after the completion of the event/project.

⁵ More information on PayNow Corporate available at
<https://www.abs.org.sg/consumer-banking/pay-now>

- 7 Tote Board's disbursements to Organisation shall only be remitted through PayNow Corporate (for Tote Board's 40% matching) and through GIRO (for the Government's additional 60% matching, if applicable). There is no need to send an official or tax deductible receipt to Tote Board.
- 8 Organisation shall allow Tote Board and its agents and employees at all reasonable times on reasonable notice to have access to and to inspect or audit its accounts, records and other documents relating to the financial, but procedural, operational and/ or processing activities and transactions, and any other matters directly or indirectly arising from or in connection with Tote Board's disbursements and the compliance with these Terms and Conditions.

Acknowledgement of Contribution

- 9 Notwithstanding Tote Board's acceptance of any acknowledgement in relation to its/the Government's contributions from Organisation, Tote Board will not be liable should it, in its sole opinion and discretion, not reimburse Organisation for any costs incurred in respect of the acknowledgment, including without limitation the situation whereby Organisation is unable to meet any of the conditions as stated in paragraph 1 which may result in Tote Board having to withdraw, withhold or reduce the amount of any funds disbursed or approved, as the case may be.

Default

- 10 If, for any reason, that Organisation wishes to change the nature and details of the event/project, Organisation shall inform Tote Board in writing within fifteen days of its forming such intention to do so and prior to the original approved end date of the event/project, failing which Tote Board shall assume that there has been no change in the information or projections in Organisation's application. No change of the nature and details of the event/project shall be made without the prior written approval of Tote Board.
- 11 If the abovementioned event/project is cancelled; Organisation has under-performed significantly; Organisation fails to comply with these Terms and Conditions; Organisation goes into liquidation, receivership, judicial management or is insolvent; Organisation faces any investigation or litigation that is in Tote Board's sole opinion adverse or damaging to Tote Board's or the Government's reputation; or if there are reasonable grounds for Tote Board to suspect that Organisation has engaged in arrangements to abuse the EFR Programme, or that false or misleading information has been provided, or that material information has not been fully and promptly disclosed, the EFR matching to Organisation shall cease immediately and Organisation must re-pay immediately to Tote Board all the funds that have been released upon written demand of the Tote Board.

- 12 Tote Board reserves the right to withdraw, withhold or reduce the amount of any funds approved but not yet disbursed, if funds which have already been disbursed are not applied according to the purpose and/ or spirit for which the application was made, or the conditions listed in paragraph 1 are not met, or should any information provided by Organisation turn out to be inaccurate or untrue or if there is any non-disclosure of any material information. Nothing herein shall prevent Tote Board from requiring Organisation to immediately re-pay any funds released to the organisation.

Miscellaneous

- 13 Amendments. These Terms and Conditions may be varied and/ or amended by Tote Board from time to time in Tote Board's sole and absolute discretion. Any such variation or amendment to these Terms and Conditions shall take effect upon the expiry of seven days after notice (whether written or oral) is given by Tote Board to Organisation.
- 14 No waiver. No delay in exercising any right or remedy under these Terms and Conditions shall be construed as a waiver of such right or remedy.
- 15 Successors-In-Title. These Terms and Conditions shall be binding on the successors and assignees of Tote Board and Organisation but nothing herein shall permit any assignment of any part of the Fund to another party without the prior written approval of Tote Board.
- 16 Third Parties' Rights. The provisions of the Contracts (Rights of Third Parties) Act Cap. 53B are expressly excluded from application to these Terms and Conditions.
- 17 Exclusion of Trust and Agency. Nothing in these Terms and Conditions create any relationship of trust or agency between Tote Board and Organisation.
- 18 No Liability. Tote Board is entitled to withdraw, withhold or reduce the amount of any funds disbursed or approved, as the case may be, to Organisation at any time and shall not bear any liability to Organisation in respect of the same.

Definitions

- 19 All headings or sub-headings are for convenience only and shall not be deemed part of these Terms and Conditions.