

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 Provided that the abovementioned event/project is conducted from 1 Apr 2020 to 31 Mar 2021 (*both dates inclusive*), 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).

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.

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 can continue to qualify for Tote Board’s 40% matching, capped at \$100,000 per project, for eligible fund-raising projects.

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

- 4 Tote Board shall not be liable for any commitments entered into by the abovementioned organisation/beneficiary 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 the beneficiary organisation, only upon receiving via email from the abovementioned organisation in good order the following documents related to abovementioned event/project:
- a) The Statement of Accounts for all income and expenditure of the event/project certified true and correct by the Highest Authority (HA) or his/her equivalent, or his/her Authorised Representative (AR)⁴, using the template attached (Annex B).
 - b) The electronic claim form (in Microsoft Excel file format).
 - c) **If available**, the Audited Statement of Accounts by a qualified auditor for all income and expenditure of the event/project.
 - d) Direct Credit Authorisation (DCA) Form stating the particulars of the bank account to which the EFR matching should be made payable. The bank account must be in the sole name of the beneficiary 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.

(The DCA Form is available via Tote Board's website: www.toteboard.gov.sg/grants/claims-submission. The DCA Form is required if the bank details have not previously been provided to Tote Board.)

All submissions must be made from a recognised email address of the organisation and sent to grants@toteboard.gov.sg. For documents (a) and (d), the HA or his/her equivalent, or his/her AR, is required to certify the hardcopy documents using wet-ink signature along with the organisation stamp before scanning and emailing them to Tote Board (the person who had certified/signed the documents must be copied in the submission email).

- 6 The documents mentioned in Paragraph 5 above must be submitted to the Tote Board within nine months after the completion of the event/project.
- 7 Tote Board's disbursements to the beneficiary organisation shall only be remitted through GIRO. There is no need to send an official or tax deductible receipt to Tote Board.

⁴ CEO or his/her equivalent or Organising Chairman of the event to sign. For School/ University: Principal/ Dean of school to sign.

- 8 The abovementioned 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, 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 the abovementioned organisation, Tote Board will not be liable under any circumstances to reimburse the abovementioned organisation for any costs incurred in respect of the acknowledgment, including without limitation the situation whereby the abovementioned organisation is unable to meet any of the criteria/ targets 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 the abovementioned organisation wishes to change the nature and details of the event/project, the abovementioned organisation shall inform Tote Board in writing within fifteen days of its forming such intention to do so, failing which Tote Board shall assume that there has been no change in the information or projections in the abovementioned 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; the abovementioned organisation has under-performed significantly; the abovementioned organisation fails to comply with these Terms and Conditions; the abovementioned organisation goes into liquidation, receivership, judicial management or is insolvent; the abovementioned 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 the abovementioned 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 the abovementioned organisation shall cease immediately and the abovementioned organisation must re-pay immediately to Tote Board all the funds that have been released to the beneficiary organisation 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 targets listed in paragraph 1 are not met, or should any information provided by the abovementioned 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 the abovementioned organisation to immediately re-pay any funds released to the beneficiary 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 the abovementioned 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 the abovementioned 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 the abovementioned 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 the abovementioned organisation/the beneficiary organisation at any time and shall not bear any liability to the abovementioned organisation/the beneficiary 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.