

The Ausbuild Dolphins NRL Community Partner Opportunity

Terms and Conditions (2026)

PART A – GENERAL TERMS

1. These Terms and Conditions govern The Ausbuild Dolphins NRL Community Partner Opportunity run by Ausbuild Pty Ltd (Ausbuild) ACN 010 138 860 (**Ausbuild**).
2. In 2023, Ausbuild became an official community partner of the Dolphins NRL. After a successful year of offering informal opportunities to local community groups to attend a Dolphins NRL home game, participate in the Guard of Honour and utilise the game as an opportunity to fundraise, Ausbuild has decided to bring it back for the 2026 season.
3. The purpose of the opportunity is for Ausbuild to share some of the benefits it receives from being the Official Community Partner of the Dolphins NRL for the 2026 season with community organisations that operate in the Moreton Bay region.
4. The aim of the opportunity is to:
 - a. support local community groups and people doing extraordinary things in the Moreton Bay region; and
 - b. foster happy, healthy and connected communities by supporting the well-being of the people who volunteer their time for the benefit of the region.
5. The Ausbuild Dolphins NRL Community Partner Opportunity (**Opportunity**) includes the allocation to successful applicants of complimentary tickets to one of six Dolphins NRL home games in 2026. Select applicants may also have the opportunity to participate in the Guard of Honour at that game and may also have the option to fundraise for their cause in the lead up to and at that game. The successful applicants for the Opportunity (**Applicants**) must comply with these Terms and Conditions.
6. By making an expression of interest application and if successful, participating in the Opportunity, an Applicant acknowledges and agrees that it has read, understood, and accepted these Terms and Conditions.
7. The makeup of the deliverable items that form part of the Opportunity offered to a successful Applicant will be determined by Ausbuild in its sole and absolute discretion but will comprise one or more of the items specified in **Item 1 of the Schedule (Deliverable Items)**.
8. Ausbuild uses third parties to assist in administering the Opportunity, including with respect to the following:
 - a. administering Ausbuild's application platform;
 - b. providing validation, process and distribution; and
 - c. contacting an Applicant where required during the application process to seek clarification or further information about an application.

PART B – AUSBUILD'S DETAILS

9. Ausbuild's address is 190 Dunhill Cres, Morningside QLD 4170
10. References to Ausbuild in this document include where relevant any permitted assign, partner, consultant or contractor of Ausbuild.

PART C – ELIGIBILITY

11. To be eligible to apply for the Opportunity, an Applicant must meet the criteria in **Annexure A**.

PART D – HOW TO APPLY

12. An Applicant must, on or before COB 13 February 2026 complete an online expression of interest for the Opportunity (**Application**) by taking the following steps:

- a. visiting the Opportunity website at <https://www.ausbuild.com.au/dolphins-nrl-2026>;
 - b. completing the Application;
 - c. providing all the details identified as “a required field” in the Application;
 - d. clicking ‘Submit’.
13. The submission period for lodging an Application commences and closes on the dates specified in **Item 2 of the Schedule (Application Period)**.
14. There is no application fee to lodge an Application.
15. The terms of submitting an Application are as follows:
 - a. an Applicant cannot submit more than two (2) Applications in total for the Opportunity;
 - b. each Applicant must meet the criteria in Annexure A;
 - c. each Applicant must provide all details requested in the Application and in the form determined by Ausbuild in its absolute discretion.
16. The time of lodgement of an Application will in each case be the time the Application is received by the server of the online application platform.
17. Ausbuild has an unrestricted, irrevocable, transferable, divisible right and licence to use an Application for the purpose of Ausbuild’s business without the payment of any fee or compensation. An Applicant agrees to sign any further documentation required by Ausbuild to give effect to this arrangement as a precondition to being awarded the Opportunity.
18. To the extent permitted by law, an Applicant unconditionally and irrevocably consents to any act or omission that would otherwise infringe any moral rights in their Application.
19. An Application cannot be modified by an Applicant after it has been submitted unless the Applicant’s details change during the Application Period. Should an Applicant’s details change during the Application Period, it is the Applicant’s responsibility to notify Ausbuild. A request to access or modify any information provided in an Application should be directed to Ausbuild at marketing@ausbuild.com.au in the first instance and only during the Application Period.
20. Ausbuild, its employees, representatives and agents will not be liable for any lost, late, incomplete or misdirected Application including but not limited to delays in the delivery of an Application due to technical disruptions, network congestion or for any other reason.
21. Ausbuild may in its absolute discretion deem an Application which is not completed and submitted in accordance with these Terms and Conditions, or which is incomplete or indecipherable or which is received after the Application Period ends, to be invalid and may exclude such Application from consideration for the Opportunity.
22. Ausbuild may in its absolute discretion provide deadline extensions, seek clarification, or accept an incomplete Application from any or all Applicants and is under no obligation to communicate such allowances to other Applicants.

PART E – JUDGING OF APPLICATIONS

23. All valid Applications will be judged by Ausbuild to determine (in its absolute discretion) a shortlist of Applicants who will be considered for the Opportunity. Judging will take place between the dates specified in **Item 3 of the Schedule (Judging Period)**.
24. Each Application will be individually judged based on the eligibility and selection criteria set out in **Annexure A**.
25. Chance plays no part in determining the shortlisted Applicants.

26. During the Verification Period specified in **Item 4 of the Schedule**, Ausbuild may contact a shortlisted Applicant to verify, clarify, or request further information and documents which Ausbuild deems relevant for the purpose of judging or verifying their Application, the eligibility of the Applicant, awarding the Opportunity or any other purpose relating to the Opportunity. An Applicant who is not contactable or fails to provide the requested verification, clarification, documentation or further information will be deemed ineligible and excluded from the Opportunity. If a shortlisted Applicant is deemed ineligible, Ausbuild may in its sole and absolute discretion offer the Opportunity to another Applicant.
27. Ausbuild may in its sole and absolute discretion offer the Opportunity to one or more shortlisted Applicant on or before the end of the Verification Period specified in **Item 4 of the Schedule**.
28. A shortlisted Applicant that is offered the Opportunity (**Successful Applicant**) will be notified by Ausbuild via the e-mail address or telephone number nominated by the Successful Applicant in its Application.
29. A Successful Applicant will be announced to the public online via Ausbuild's website (<https://www.ausbuild.com.au/dolphins-nrl-2026>) and Facebook page (<https://www.facebook.com/ausbuild>) and via such other media outlets chosen by Ausbuild (in its sole and absolute discretion). If requested, a Successful Applicant must attend a public event or presentation following a public announcement. The information contained in any public announcement will be determined by Ausbuild (in its sole and absolute discretion) and the Successful Applicant acknowledges and agrees that a public announcement may include their website address or other contact information.
30. Ausbuild's decisions in relation to any aspect of the Opportunity, including but not limited to the selection of a Successful Applicant, is final and binding and Ausbuild will not enter into any correspondence regarding such decisions, including in the event of a dispute.
31. An Applicant acknowledges and agrees that, regardless of whether the Applicant has received a notification under clause 28, Ausbuild reserves the right, at any time, to:
 - a. audit or verify the validity of an Applicant or an Application, to require an Applicant to rectify an Application or provide further information Ausbuild requires with respect to the Opportunity; and
 - b. disqualify any Applicant who submits an Application that is not in accordance with these Terms and Conditions, who has made fraudulent or misleading representations as part of its Application or who tampers with their Application or the Opportunity.
32. Failure by Ausbuild to enforce any of its rights at any stage does not constitute a waiver of its rights in clause 31.
33. Ausbuild reserves the right to alter or extend the Application, Judging or Verification Periods listed in **Item 3 of the Schedule** at its sole and absolute discretion.

PART F – PROVISION OF OPPORTUNITY

34. A successful Applicant will receive one or more of the Deliverable Items as determined by Ausbuild in its absolute discretion. Ausbuild reserves the right to alter these Deliverable Items at any time.
35. A successful Applicant gives Ausbuild permission to communicate with them by e-mail and telephone to provide instructions as to how the Successful Applicant is to claim their Deliverable Items.
36. Ausbuild will provide to each Successful Applicant details with respect to the provision of their Deliverable Items within the period specified in **Item 5 of the Schedule**. This will include advising the Successful Applicant of the date of the Dolphins NRL home game for which the Successful Applicant has been allocated complimentary tickets and how many tickets have been allocated. The Deliverable Items (or any part of the Deliverable Items) are not transferable.

37. The Opportunity is in no way redeemable in cash or via a different method.
38. A Successful Applicant must not use the Opportunity or any part of the Opportunity as a contribution to any fund-raising activity or for any purpose other than that described in these Terms and Conditions unless otherwise approved by Ausbuild in its absolute discretion.

PART G – PROMOTIONAL AND MARKETING ACTIVITIES

39. A Successful Applicant must participate and co-operate as required by Ausbuild in all editorial and media activities relating to the Opportunity, including but not limited to the Successful Applicant and its employees, representatives and agents being interviewed and photographed. Each Successful Applicant and its employees, representatives and agents authorises Ausbuild to use such footage and photographs together with the name, voice, video application (if received), image and likeness of the Successful Applicant and its employees, representatives and agents for advertising and publicity purposes in any media in perpetuity worldwide without additional compensation or further reference to the Successful Applicant.
40. A Successful Applicant agrees to provide photographs, stories and videos relating to the Opportunity (including without limitation the use of the Opportunity by the Successful Applicant) upon request by Ausbuild. A Successful Applicant and its employees, representatives and agents:
- a. acknowledges that Ausbuild requires consent to copyright such photographs, stories and videos;
 - b. authorises Ausbuild to record, collect, use, disclose and publish such photographs, stories and videos;
 - c. gives its absolute and irrevocable right and permission for such photographs, stories and videos to be reproduced without limitation in the name of Ausbuild;
 - d. acknowledges and agrees to any reproduction of such photographs, stories and videos to take place in various communication mediums including submission to an image library;
 - e. agrees not to seek any payment from Ausbuild;
 - f. agrees that Ausbuild owns all rights, title and interest (including intellectual property rights) in such photographs, stories and videos and that any existing and future rights in such photographs, stories and videos are assigned to Ausbuild; and
 - g. releases and discharges Ausbuild from any and all claims and demands out of or in connection with the use of such photographs, stories and videos, including without limitation any and all claims for breach of privacy and intellectual property rights.
41. If required by Ausbuild, each Successful Applicant and its employees, representatives and agents must complete and return a signed release form relating to the matters set out in clauses 39 and 40 to marketing@ausbuild.com.au.

PART H – NO LIABILITY

42. Ausbuild assumes no responsibility or liability for any incorrect or inaccurate information, either caused by an Applicant or due to any of the equipment or programming associated with or utilised in the Opportunity, or for any technical error, or any combination thereof that may occur in the course of the administration of the Opportunity including any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorised access to, or alteration of, an Application, and reserves the right to take any action that may be available.
43. If for any reason the Opportunity is not capable of running as planned (including but not limited to infection by computer virus, bugs, tampering, unauthorised intervention, fraud, technical

failures or any other cause beyond the control of Ausbuild which corrupt or affects the administration, security, fairness, integrity or proper conduct of the Opportunity), Ausbuild reserves the right (in its sole and absolute discretion) to disqualify any Applicant who undermines the fairness of the Opportunity (by, for example, tampering with, using or exploiting errors in, the application process to obtain a competitive advantage over other Applicants), or take any action that may be available to cancel, terminate, modify or suspend the Opportunity, subject to any direction given under State regulations, or any written directions given by a relevant regulatory authority.

44. Ausbuild reserves the right (in its sole and absolute discretion) to disqualify from the Opportunity any Applicant who Ausbuild has reason to believe has breached any of these Terms and Conditions, or engaged in any misleading, fraudulent, unlawful or other improper misconduct calculated to jeopardise the fair and proper conduct of the Opportunity.
45. Ausbuild will not be liable for any loss or damage whatsoever which is suffered (including but not limited to direct, special, indirect or consequential loss, any loss of profits, any loss of revenue, any loss of use, any loss of contract, any loss of opportunity, any loss or reputation, any wasted overheads and/or any loss arising out of a claim by a third party), or for personal injury or death suffered or sustained, in connection with this Opportunity, except for any liability which cannot be excluded by law.

PART I - TERMINATION

46. Ausbuild reserves the right to vary the terms of, or cancel, this Opportunity at any time without notice and without liability to any Applicant or other person, subject to applicable laws.
47. If any Applicant is disqualified on account of a breach of clauses 31, 40 or 41 or disqualified under clause 43 or 44, Ausbuild may immediately terminate the Applicant's participation in the Opportunity.

PART J – PRIVACY

48. Ausbuild's privacy policy can be viewed at <https://www.ausbuild.com.au/privacy> (**Privacy Policy**). The Privacy Policy includes information on how Ausbuild might collect, use and manage an Applicant's personal information.
49. Ausbuild collects each Applicant's personal information directly from each Applicant wherever practicable. Ausbuild may collect personal information from its related companies or other third parties.
50. Ausbuild will use each Applicant's personal information primarily to run the Opportunity. Ausbuild will also use this information for research to improve its products and services. If an Applicant does not provide Ausbuild with their personal information, as requested as part of the Opportunity, Ausbuild may be unable to process that Applicant's participation in the Opportunity and the Application may be deemed ineligible.
51. Ausbuild may disclose an Applicant's personal information, including updates, to consultants, agents or contractors acting on Ausbuild's behalf, parties to whom Ausbuild has outsourced various functions, its related parties, entities and trusts, and regulatory authorities where required by law. Ausbuild may disclose personal information to entities outside Australia, including to its related bodies corporate, data hosting and other service providers.
52. The Privacy Policy sets out how an Applicant can access and make a request to correct personal information Ausbuild may hold about them, or to make a privacy complaint, and how Ausbuild will deal with the complaint.
53. An Applicant may contact Ausbuild's Privacy Officer by email at: privacy@ausbuild.com.au or by post: Privacy Officer, Ausbuild, 190 Dunhill Cres, Morningside QLD 4170

PART K – SOCIAL MEDIA

54. This Part applies if the Opportunity:

- a. is promoted on social media, including Facebook and Instagram; and
- b. requires an Applicant to access a social media platform, including Facebook and Instagram to participate in the Opportunity.

55. Each Applicant:

- a. releases Facebook, Inc., Facebook Ireland Ltd. and their related bodies corporate from all liability in connection with the Opportunity, except for any liability which cannot be excluded by law;
- b. acknowledges that the Opportunity is in no way sponsored, endorsed or administered by, or associated with, Facebook;
- c. agrees and warrants that they have read and understood, agree to be bound by, and will not do anything that violates Facebook's terms and conditions of use from time to time, including Facebook's:
 - i. Statement of Rights and Responsibilities at <https://www.facebook.com/legal/terms>;
 - ii. Data Policy at <https://www.facebook.com/about/privacy>; and
 - iii. Community Standards at <https://www.facebook.com/communitystandard>;
- d. must not use personal timelines or friend connections when participating in the Opportunity.

56. Each Applicant:

- a. releases Instagram, LLC and its related bodies corporate from all liability in connection with the Opportunity, except for any liability which cannot be excluded by law;
- b. acknowledges that the Opportunity is in no way sponsored, endorsed or administered by, or associated with, Instagram; and
- c. agrees and warrants that they have read and understood, agree to be bound by, and will not do anything that violates Instagram's terms of use from time to time.

57. Each Applicant indemnifies Ausbuild against all losses, liabilities, costs and expenses incurred by Ausbuild (whether direct, indirect or consequential) including legal expenses and third party claims in connection with an Applicant's breach of clauses 55 and 56.

PART L – JURISDICTION

58. These Terms and Conditions are to be governed by the laws of the State of Queensland and the parties must submit to the jurisdiction of the Courts of that State.

Schedule

<u>Item 1</u>	<u>Maximum Deliverable Items</u>
(Part A, clause 7)	<ul style="list-style-type: none">• Complimentary tickets to a Dolphins NRL home game• Opportunity to be involved in the Guard of Honour at that Dolphins NRL home game• Opportunity to fundraise in the lead up to and at that Dolphins NRL home game
<u>Item 2</u>	<u>Application Period</u>
(Part D, clause 11)	Opens at 9.00am (AEST) on Thursday, 22 January 2026 until the close of applications at 5:00pm (AEST) on Friday, 13 February 2026.
<u>Item 3</u>	<u>Judging Period</u>
(Part E, clause 22)	Commences: Monday, 16 February 2026
<u>Item 4</u>	<u>Verification Period</u>
(Part E, clause 25 and 22)	Commences: 17 February 2026
<u>Item 5</u>	<u>Provision of Opportunity</u>
(Part F, clause 35)	28 days after the date on which the Successful Applicants are announced to the public online via https://www.ausbuild.com.au/dolphins-nrl-2026

Annexure A – Eligibility and Selection Criteria

What types of community groups can apply?

1. A Successful Applicant must be a community-based group that is a not-for-profit organisation and:
 - a. is actively involved in the Moreton Bay local community to help improve the lives of others or the local environment;
 - b. is either incorporated or unincorporated;
 - c. carries out a charitable or community initiative, project or program which:
 - i. contributes to one or more of the pillars of a healthy community as set out below; and
 - ii. is located or implemented within the Moreton Bay Local Government Area; and
 - d. complies with these Terms and Conditions at all times.

Contribution to the pillars of a healthy community

2. An application should demonstrate how the community group or organisation contributes to the pillars of a healthy community including:
 - a. Sport and recreation;
 - b. Health and wellbeing;
 - c. Environment and sustainability;
 - d. Infrastructure;
 - e. Diversity and inclusiveness.

Who can apply?

3. Organisations or community groups that include schools, community groups, and not-for-profits that are based in or provide a benefit to the City of Moreton Bay.
4. An Applicant does not need to have a physical premise or office located in the Moreton Bay Local Government Area, but the organisation's main activities must be delivered within one or more suburbs in the Moreton Bay Local Government Area.

Examples of an eligible community group or organisation include (but are not limited to):

- *Not for profits;*
- *Local community groups;*
- *Educational facilities;*
- *Groups formed to organise community events, training or workshops.*

Who cannot apply?

5. An Applicant is not eligible to apply for the Opportunity if any of the following persons are directly involved in the community group or organisation:
 - a. a director, officer or employee of Ausbuild; and
 - b. an immediate family member of a person identified in paragraph a. which includes a spouse (including same-sex spouse), ex-spouse, de-facto spouse, child (whether natural or by adoption) or step-child, parent, step-parent, natural or adopted sibling, whether or not they live in the same household.

What community groups will not be approved?

6. A community group or organisation that:
 - a. does not align with the aims of the Opportunity;
 - b. delivers projects or services that do not meet relevant Australian standards or are unlawful under Australian law;
 - c. is located outside of the Moreton Bay Local Government Area and does not deliver one or more of its main activities within the Moreton Bay Local Government Area.

- d. has previously been selected as a successful community partner under an Ausbuild and Dolphins community partnership program in any prior year.