



**THE ROYAL AUSTRALASIAN COLLEGE OF PHYSICIANS  
(‘College’)**

**TERMS & CONDITIONS**

**COLLEGE AWARDS AND PRIZES**

**VALUED AT \$5000 AND UNDER**

**OR AS THE COLLEGE DETERMINES**

*These terms and conditions apply to each and every application or nomination for an Award or Prize Valued at \$5000 or Under or as the College determines.*

**1. Applications or Nominations**

Applications or Nominations for any Award or Prize must be made to the College:

- (a) in writing or on line using the approved application form (downloadable from the website] and
- (b) addressing each of the eligibility criteria for that Award or Prize, or why a certain eligibility criteria should not apply:
  - i. Applications must be submitted to the College by the closing date and time advised by the College;
  - ii. By entering competition and/or accepting the Award or Prize, participants agree to be bound by the Guidelines advertised for the competition;
  - iii. Nominators are expected to have informed the nominee of the intent to nominate and ensure that any permissions are received prior to submitting the nomination.

**2. Assessment**

- 2.1 The College assesses and grants the Award or Prize in its sole discretion. The decision of the College is final, and is not subject to reconsideration, review or appeal.
- 2.2 All Awards or Prizes are assessed on merit.
- 2.3 The College may, in its sole discretion, reject any application or nomination at any time during the assessment process for any reason, including but not limited to:
  - (a) the application or nomination is not competitive;
  - (b) the application or nomination is incomplete or misleading;
  - (c) the application or nomination contains incorrect information; or
  - (d) the application or nomination does not comply with eligibility criteria for that Award or Prize.

**3. Amendments and Deferrals**

- 3.1 Any request to amend the terms or conditions of an Award or Prize, including any request to defer an Award or Prize must be made



- (a) in writing to the College;
  - (b) setting out the reasons for the request; and
  - (c) supported by substantive documentation which has been verified in accordance with College requirements.
- 3.2 Any such request will be considered by the College on a case by case basis and will be determined by the College in its sole discretion. The decision of the College is final, and is not subject to reconsideration, review or appeal.

#### **4. Acceptance and taking up of an Award or Prize valued \$1000 and over**

- 4.1 Awards and Prizes must be taken as offered and are not transferable, exchangeable or redeemable for cash.
- 4.2 To take up an Award or Prize valued \$1000 and over, any recipient must:
- (a) accept any Award or Prize in writing;
  - (b) agree to comply with these terms and conditions by signing a copy of them, and returning them to the College;
- 4.3 The College reserves the rights to divide an Award or Prize between two or more applicants/nominees where considered to be of equal merit.

#### **5 Acceptance and taking up of an Award or Prize valued at up to \$1000**

- 5.1 Awards and Prizes must be taken as offered and are not transferable, exchangeable or redeemable for cash
- 5.1 By accepting the Award or Prize valued at up to \$1000, the recipient agrees to comply with these terms and conditions.
- 5.2 The College reserves the rights to divide an Award or Prize between two or more applicants/nominees where considered to be of equal merit.

#### **6 Payment of Award and Prize Monies**

- 6.1 Payment processing by the College may take up to four weeks from receipt of bank details.
- 6.2 It is the responsibility of the recipient of any Award or Prize to seek their own advice on tax matters, and no tax advice can or will be provided by the College.

#### **7 Revocation of Awards or Prizes**

An Award or Prize will be revoked by the College if the recipient of an Award or Prize:

- (a) fails to fulfil the purpose of the Award or Prize
- (b) does not comply with all terms and conditions of the Award or Prize or with these terms and conditions;
- (c) fails to meet the eligibility criteria for the Award or Prize
- (f) fails to comply with the College Code of Conduct;



(g) is guilty of serious misconduct, including providing inaccurate or misleading information in their application.

If any of the above occurs the College may, in its sole discretion:

- i. require that the recipient repay the amount of the Award or Prize to the College; and
- ii. require that the recipient, if the Award or Prize is in the form of goods, return those goods to the College.

## 8 **Privacy**

The College complies with the requirements of the national Privacy Act 1988 (Cwlth) (Australia) and the Privacy Act 1993 (New Zealand) and has adopted the Australian National Privacy Principles as the guidelines for ensuring the protection of personal information in its care (see College Privacy Policy on website).

## 9 **Acknowledgment**

Any presentations and/or publications arising as a result of the Award or Prize shall indicate that the work was carried out during the tenure of an Award or Prize provided by the RACP and acknowledge donor contributions.

## 10 **Conflict of Interest**

The College Conflict of Interest Policy applies.

## 11 **All decisions are final**

All decisions in relation of any aspect of the Awards or these terms and conditions are made at the sole discretion of the College, and are final. Correspondence will not be entered into. Decisions made in relation to any aspect of the Awards or Prizes or these terms and conditions are not subject to reconsideration, review or appeal.