

# APPLICATION FORM

SOUTH AUSTRALIA







**RETURN ALL SECTIONS TO:** 

**Post: rebel Community Givebacks** 

PO Box 7534, Silverwater, NSW 2128

Email: rebelcg@rebelsport.com.au

## rebel Community Givebacks Program Terms & Conditions

#### What is the rebel Community Givebacks Program and who can participate?

- 1. The purpose of the rebel Community Givebacks Program (the "CG"), is to create and promote a relationship between rebel, Sports Clubs, Schools and the community.
- 2.A rebel Active Member participating in the CG ("Supporter") can attribute their expenditure at rebel stores or online on the Website ("Supporter Expenditure") to a CG participating Sports Club or School ("Participating Sports Club or School"). To become a rebel Active Member, please complete the form available here <a href="https://www.rebelsport.com.au/account/register">www.rebelsport.com.au/account/register</a> or sign up in any rebel store.
- 3. The Supporter must nominate a Participating Sports Club or School ("Nominated Sports Club or School") so that the Nominated Sports Club or School may receive credits, redeemable at their local rebel store (subject to these Terms).
- 4. A Participating Sports Club or School must nominate two representatives over the age of 18 years to act and communicate with rebel in respect of the CG ("Representative").
- 5. The following organisations are precluded from participation in the CG:
- (a) Gyms;
- (b) Not-for-Profit Organisations that do no not operate as a Sports Club (e.g. Charity); and
- (c) Returned and Services League Clubs (RSL Club).
- 6. rebel reserves the right to refuse, reject and withdraw participation in the CG of any Sports Club, School, organisation or rebel Active Member at any time and without notice.
- 7. To apply to participate in the CG, a Sports Club or School needs to complete ALL sections of the CG application form available on the Website ("CG Application Form"). The ATO Statement by a Supplier Form ("ATO Form") forms part of the CG Application Form. The completed CG Application Form may be submitted via email to rebelcg@rebelsport.com.au or by post to PO Box 7534, Silverwater NSW 2128.

#### How are Credits earned in the rebel Community Givebacks Program?

- 8. Credits are attributed to a Nominated Participating Sports Club or School, depending on the amount of Supporter Expenditure attributed to that Nominated Participating Club or School (exclusive of GST).
- 9. A Supporter must provide their rebel Active Member details when they transact at a rebel store or log into their rebel Active Member account when shopping online at <a href="https://www.rebelsport.com.au">www.rebelsport.com.au</a> to attribute the Supporter Expenditure to their Nominated Participating Sports Club or School.
- 10. Only Expenditure of a Supporter, after the point in time at which that Supporter elects a Nominated Participating Sports Club or School, is included as Supporter Expenditure for the Nominated Participating Club or School.
- 11. A Supporter may change its Nominated Participating Sports Club or School at any time for any reason by contacting their local rebel store or the rebel Customer Care Centre.
- 12. A Supporter may elect only one (1) Nominated Participating Sports Club or School at any given time.
- 13. Aggregate Supporter Expenditure attributed to a Participating Sports Club or School ("Attributed Aggregate Supporter Expenditure") must be at least \$2,000 (excluding GST) ("Minimum Sales Threshold") within any 12 month period in order for that Participating Sports Club or School to receive a Credit for that 12 month period. A Participating Sports Club or School with Attributed Aggregate Supporter Expenditure under the Minimum Sales Threshold in any 12 month period will not be eligible for any Credits in respect of that 12 month period.
- 14. Once Attributed Aggregate Supporter Expenditure for a Participating Sports Club or School reaches or exceeds the Minimum Sales Threshold in any 12 month period, that Participating Sports Club or School will receive a Credit in respect of that 12 month period. The Credit is equivalent to 5% of Attributed Aggregate Supporter Expenditure (excluding GST) in that 12 month period. Where a Participating Sports Club or School has advised rebel in writing that they are registered for GST, GST will be added to the value of the Credit. Therefore the minimum Credit a Participating Sports Club or School could receive, if the Attributed Aggregate Supporter Expenditure for that Participating Club or School reaches or exceeds the Minimum Sales Threshold, is \$100, i.e. 5% of \$2,000 (excluding GST). There is no maximum Credit amount.

#### When are Credits attributed to the Participating Sports Club or School?

- 15. Credits attributed to a Participating Sports Club or School are awarded at the end of each calendar quarter. A calendar quarters means:
- (a) 1 January to and including 31 March;
- (b) 1 April to and including 30 June;
- (c) 1 July to and including 30 September; and
- (d) 1 October to and including 31 December,

in any year. The Credit will be allocated to the CG account of a Participating Sports Club or School.

- 16. Representatives of the Participating Sports Club or School are the only people who may redeem Credits on behalf of the Participating Sports Club or School.
- 17. Supporter Expenditure is eligible for inclusion in determining whether a Credit will be allocated to a Participating Sports Club or School for up to 12 months from the date of that Supporter Expenditure.
- 18. Any Supporter Expenditure included in the allocating of a Credit to a Participating Club or School in any quarter, cannot be used in determining whether Aggregate Supporter Expenditure has reached the Minimum Sales Threshold for a Participating Sports Club or School in a subsequent period.
- 19. A Credit allocated to a Participating Sports Club and School will expire if not redeemed by that Participating Sports Club or School within 12 months from the date on which that Credit is allocated to that Participating Club or School.

#### How to redeem Credits

- 20. Credits may be redeemed at any rebel store in Australia, which is to be used for the sole benefit of the Participating Sports Club or School. Credits may not be redeemed for gift cards or for the benefit of an individual unless authorised by a rebel Regional Manager.
- 21. Any Supporter Expenditure gained by means that are not within the "Spirit of Participation" (e.g. transactions made through illegal means or deceit, or as otherwise determined by rebel in its sole and absolute discretion) will be excluded from the CG and not included in determining Credit allocations.
- 22. Credits are not transferable.

#### General Information about the rebel Community Givebacks Program

- 23. rebel reserves the right to change, suspend or terminate these Terms, the CG, any benefits and discounts available under the CG or any membership at any time in its absolute discretion. rebel will make all reasonable efforts to communicate advance written notice of such changes using methods including, but not limited to notification on the Website and email to each Supporter.
- 24. By participating in the CG, you acknowledge and understand that rebel will use or disclose your personal and the Sports Club or School information for direct marketing purposes and in accordance with the rebel Privacy Policy (<a href="https://www.rebelsport.com.au/customer-service/privacy-policy.html">https://www.rebelsport.com.au/customer-service/privacy-policy.html</a>). rebel may contact you and the Participating Sports Club and School by mail, telephone, email, SMS, social media platforms or other appropriate means with information about the rebel products and services.
- 25. rebel is not responsible for any government tax, duty or other charged imposed by law in any country in respect of the CG, or any individual participating in the CG (including a Participating Sports Club or School). Any liability arising out of or in connection with such participation is the responsibility of the individual or the Participating Sports Club or School.
- 26. Any failure or delay by rebel in exerting its rights under these Terms does not constitute a waiver of those rights. Any waiver by rebel must be in writing and signed by one of our authorised officers.
- 27. Except as provided in any law which cannot lawfully be excluded or modified by agreement, rebel does not accept any liability whatsoever including for negligent acts or omissions with respect to the CG or any goods or services supplied under the CG. Any liability of rebel under statute in respect of such goods and/or services which cannot be excluded is limited, where permitted, to supplying, or paying the cost of supplying the goods and/or services again or repairing, or paying the cost of repairing, the goods, at rebel's sole discretion.
- 28. The laws of Queensland and the Commonwealth of Australia govern these Terms.

#### **Definitions**

- 29. In these Terms, the following words shall have the following meanings:
- (a) "CG" means the rebel Community Givebacks programs, the loyalty program managed by rebel under which a Sports Club or School receives credits earned by rebel Active Members on transactions that qualifies for Credits under these Terms.
- (b) "Credits" means the credits earned by you or other rebel Active Members on behalf of a Sports Club or School in accordance with these Terms
- (c) "rebel" means Rebel Sport Limited ACN 003 283 823 and includes any of our Related Bodies Corporate.
- (a) "School" means Australian educational institutions such as Primary and Secondary schools, Universities, TAFE, childcare centres and preschools.
- (b) "Sports Club" means Australian sporting clubs organised for the purposes of playing sports (either individually or as teams) with a registered Australian Business Number.
- (c) "Terms" means this document, and any other documents referred to in it.
- (d) "rebel Active Member" means a participant in the rebel Active customer loyalty program as described by the terms and conditions available on www.rebelsport.com.au/rebel-active/rebel-active-terms.html.
- (e) "Website" means www.rebelsport.com.au or any other site operated on behalf of us, as notified by us from time to time.

## **APPLICATION FORM**

# COMPLETE THE FOLLOWING SECTIONS IF YOU:

- 1. Have an ABN
- 2. Are registered for GST



General Information Page 3



Agreement to Issue Recipient Created Tax Invoices **Page 4** 

# COMPLETE THE FOLLOWING SECTIONS IF YOU:

- 1. Do not have an ABN
- 2. Are not registered for GST



General Information Page 3



Form of Undertaking and Indemnity **Page 4** 



ATO Statement by a Supplier **Page 5** 

# COMPLETE THE FOLLOWING SECTIONS IF YOU:

- 1. Have an ABN
- 2. Are not registered for GST



General Information **Page 3** 

How did you hear about this program?  rebel	Sport SA	Word of Mouth	Other	
Organisation Type: Club School				
School Type: Primary Secondary Combi	ned AND	Government	Non-Government	
Local rebel store:				
Organisation name:				
Street Address:	Suburb:	State:	Postcode:	
Postal Address:	Suburb:	State:	Postcode:	
Main Sporting Activity / Activities:	No. of Registered	d Players / Students:		
Primary Contact Name:	et Name: Primary Contact Position:			
Email Address:				
Tel / Mobile Number:	Fax:			
Secondary Contact Name:	Secondary Contact Position:			
Secondary Email Address:				
Tel / Mobile Number:	Fax:			
Are you registered for GST: Yes No	ABN Number :			
I hereby state that the Club or School information supplied is true and correct and we accept the terms and conditions of the program.				
Club or School:				
Full Name: (For and on behalf of the club or school)				
Position: (Must be a director or authorised office holder)				
Signature:	Date:			

## APPLICATION FORM



## AGREEMENT TO ISSUE RECIPIENT CREATED TAX INVOICES

MUST BE COMPLETED BY ALL GROUPS WHO HAVE AN ABN AND ARE REGISTERED FOR GST

This agreement is made between Rebel Sport Limited ("rebel ") ABN 78 003 283 823 and				
Full Name of Club or School:				
Full Address of Club or School:				

Your ABN:

rebel and the Club or School agree that:

- a) rebel may issue recipient created tax invoices for the services provided to it by the club or school (the "supply").
- b) The club or school will not issue tax invoices in respect of the supply.
- c) The club or school a CG nowledges that it is registered for GST when it enters into the agreement and that it will notify rebel if it ceases to be registered.
- **d)** rebel a CG nowledges that it is registered for GST when it enters into the agreement and that it will notify the club or school if it ceases to be registered.

Executed by:

Executed by:		
Club or School Name: Print Name:		
Position: (must be a Director or Authorised Office Holder)		
Signature:	Date:	
Rebel Sport Limited:	Print Name:	
Signature:	Date:	

## ATO

## FORM OF UNDERTAKING AND INDEMNITY

MUST BE COMPLETED BY ALL GROUPS WHO DO NOT HAVE AN ABN AND ARE NOT REGISTERED FOR GST

Full Name of Club or School:

Full Address of Club or School:

Hereby a CG nowledges that if Rebel Sport Limited accepts our statement that payments made to us under the Rebel Community Giveba CGs Program should not be subject to the ABN withholding rule on the ground that the Rebel Community Giveba CGs Program credits are exempt income:

- we will undertake to advise rebel immediately in writing if these credits cease to be exempt income; and
- we agree to indemnify rebel for any liability that it incurs to the Commissioner of Taxation for failing to withhold 46.5% from the credits made to us under the rebel Community Givebacks Program.

Full Name:

Position: (must be a Director or Authorised Office Holder)				
Signature:	Date:			

It is an offence to make a false or misleading statement.

## ATO STATEMENT BY SUPPLIER

# application form

MUST BE COMPLETED BY ALL GROUPS WHO DO NOT HAVE AN ABN AND ARE NOT REGISTERED FOR GST



## Statement by a supplier

Complete this statement if the following applies:

- you are an individual or a business
- you have supplied goods or services to another enterprise (the payer), and
- you are not required to quote an Australia business number (ABN).

### **HOW TO COMPLETE THE STATEMENT**

- Print clearly in BLOCK LETTERS using a black pen only.
- Use BLOCK LETTERS and print one character in each box.
- Place X in all applicable boxes.

Payers can check ABN records of suppliers by visiting abr.business.gov.au or phoning 13 72 26 24 hours a day, 7 days a week.

Continu A. Cumpliar details	
Section A: <b>Supplier details</b> Your name	
Your address	
Suburb/town	State/territory Postcode
Reason/s for not quoting an ABN Place X in the appropriate	
The payer is not making the payment in the course of carrying on an enterprise in Australia.	The supplier is an individual and has given the payer a written statement to the effect that the supply is either:
The supplier is an individual aged under 18 years and the payment does not exceed \$350 a week.	made in the course or furtherance of an activity done as a private recreational pursuit or hobby, or
The payment does not exceed \$75, excluding any goods and services tax (GST).	wholly of a private or domestic nature (from the supplier's perspective).
The supply that the payment relates to is wholly input taxed.	
The supply is made by an individual or partnership without a reasonable expectation of profit or gain.	
The supplier is not entitled to an ABN as they are not carrying on an enterprise in Australia.	
The whole of the payment is exempt income for the supplier.	
Section B: <b>Declaration</b>	
For information about your privacy, visit our website at ato.gov.au/	-
Under pay as you go (PAYG) legislation and guidelines administered and future supply of goods or services for the reason or reasons inc	
Name of supplier (or authorised person)	
Signature of supplier (or authorised person)	Daytime phone number
	Date Day Month Year
Penalties apply for deliberately making a false or	Do not send this statement to us.
misleading statement.	Give the completed statement to any payer that you are supplying goods or services to. The payer must keep this
	document with other records relating to the supply for five years.