

RBC Barrier Buster Grants Program



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Application Terms & Conditions

Before you submit your organization's application to the Rick Hansen Foundation ("RHF", "us") for the RBC Barrier Buster Grants Program (the "Program"), the applicant and the person applying on their behalf (collectively, "you", "your") must read and agree to the following terms and conditions which form part of your agreement with RHF and that would be relied on by RHF in providing the grant.

Please retain a copy of the agreed terms and conditions for your records.

By submitting your application to us, you agree and certify that:

- 1.** you have provided true, complete, accurate information in your Program application and related documents, and have provided complete, true and accurate information about the applicant in the application and all other documents that would be considered to determine your eligibility for and the grant of any funding under the Program;
- 2.** you represent that the applicant entity requesting to be considered for the Program currently meets and to the best of your knowledge will meet for the duration of the Program until the end of the Program's administration the following Program criteria:
 - a.** Be based in Canada; and
 - b.** Anyone of the following:
 - iii. A registered charity;
 - iv. A qualified donee as per the Income Tax Act (Canada). (For your reference, also see examples below in this section); or
 - v. An incorporated non-profit organization.

For reference, a qualified donee is an organization that can issue official donation receipts for gifts it receives and can receive gifts from registered charities. Examples of qualified donees include:

- Registered charities, including national arts service organizations (e.g., places of worship, not-for-profit daycares).
 - Registered Canadian amateur athletic associations.
 - Registered housing corporations resident in Canada constituted exclusively to provide low-cost housing for seniors.
 - Registered Canadian municipalities (e.g., cities, districts, villages).
 - Registered municipal or public bodies performing a function of government in Canada (e.g., First Nations governments, park authorities, school districts).
 - Her Majesty in right of Canada, a province, or a territory.
 - Registered universities and colleges.
- 3.** You must provide one of the following documentation to confirm your status as an entity described in section 2:
- a.** A Canada Revenue Agency (CRA) Registration Number; or
 - b.** A Certificate of Incorporation (if do not have a CRA Registration Number).
- 4.** You represent that you are not indirectly applying to the Program on behalf of any undisclosed party, including the following parties whom are not eligible for the Program:
- a.** Non-Canadian organizations;
 - b.** Individuals;
 - c.** For-profit businesses or corporations; or
 - d.** Crown corporations and entities controlled by federal or provincial governments.
- 5.** You agree that all information contained in your application form and budget template, is accurate, true and complete, that RHF will be relying on the such information in assessing your qualification and administrating any grant, and that such application forms a part of these terms and conditions;
- 6.** As part of the application you acknowledge and agree to the information and rights granted to RHF or requests made of you should your application be successful as contained in the document “RBC Barrier Buster Grants Program – Eligibility Criteria & Key Dates” that forms part of your application and these terms and conditions, and further represent that any information you provide in support of the criteria mentioned in that document is accurate, true and complete and will, should you be granted funding, remain so during the duration of

the Program. In order to be considered for the Program, you must adhere to the criteria and the key dates contained in this document;

- 7.** if you are applying as a co-applicant along with another party, you have ensured that such other party has agreed to be included in the Program application;
- 8.** if you are a co-applicant, you agree that the applicant may administer the grant/award on behalf of you, themselves, and any other co-applicant;
- 9.** you consent to the disclosure of your private information, which includes personal information, to RHF, Royal Bank of Canada (“RBC”), and any governmental entity with respect of the administration of the Program. You have read, understood and agree to comply with RHF’s privacy policy (as amended from time to time), which governs how RHF will and authorizes it to handle your private information, which includes personal information. RHF’s privacy policy can be found at: <https://www.rickhansen.com/legal/privacy-policy>; This privacy policy forms part of these terms and conditions;
- 10.** you consent to the sharing of your information among RHF and RBC, and any governmental entity in order to determine your eligibility for the Program, funding under the Program, and its administration;
- 11.** in the event of any change in your eligibility status, you will inform RHF immediately, in writing;
- 12.** you understand and agree that RHF may terminate the grant in the event that either one determines that eligibility of an applicant is no longer met. You understand that RHF reserves the right to defer or cancel a grant or an instalment if the continued need for funds is not demonstrated by you, if the program objectives and/or eligibility criteria are not being met, or if a Force Majeure event occurs (which means a flood, earthquake, storm, fire, major power outage or electricity grid interruption or a similar event, catastrophe, bombing, invasion, act of war, insurrection, terrorism, riot, pandemic, or strike, in all cases that impacts the Program or its administration). You understand that RHF may terminate, reduce the amount or duration, or change the terms and conditions of any grant given to you, in order to comply with applicable laws, which are subject to change from time to time. The Program being discretionary and of a charitable nature, you understand and agree that despite the foregoing, RHF reserves the right to change or eliminate the amount of any funding grant, change the payment dates for any grant under the Program, and/or cancel any or all grants or the Program, all of these being for any reason determined by RHF in its sole discretion (including for example, but not limited to: RHF’s funding that it receives to fund the Program being withdrawn, terminated, or cancelled; RHF’s need to cancel the program for operational or economic reasons; or RHF ceasing to exist). In the event of any of the foregoing and in all other circumstances, you release, save harmless and indemnify RHF (including any of its staff, employees, contractors, agents, directors, officers, and shareholders) from any loss,

liability, claim, or damage that you may suffer as a result of any grant to you being cancelled, reduced, deferred, or terminated. You understand and agree that the Program and its grant are discretionary, of a charitable nature, and subject to availability and that you have no right to claim or recourse in any court or other process to force RHF to make any grant or other monetary contribution under the Program;

- 13.** if you/your organization are chosen as a grant recipient under the Program, you will be provided with a Grants Award Letter and/or Grant Agreement which will set out the payment terms and dates of the grants, your record keeping requirements, and related terms; acceptance of the terms of these documents is mandatory if you wish to receive funding under the Program. You agree to comply with such record keeping requirements as would be outlined in such Grants Award Letter and/or Grant Agreement applicable to you, and RHF reserves the right to check your records in order to assess your continuing eligibility under the Program;
- 14.** you are fully responsible for any renovation for which you will use the grant funding under the Program for. RHF is not responsible for any actual such renovation, construction or other activity you undertake with respect of the grant funding you would receive under the Program. As such, you shall indemnify and save harmless RHF and its respective officers, directors, employees, affiliates, successors and assigns from and against all suits, claims, losses, damages, expenses and costs of any nature or kind whatsoever, including legal fees, arising from any deliberate act or negligence on the part of any of your construction contractor, subcontractors or anyone for whom they are responsible for, and for any other parties or events that relate to any such construction, renovation, or related activity. RHF's role in the Program is purely as evaluator, assessor, administrator, and grant provider under the Program with respect of the funding eligibility, related terms, and actual funding, and not anything physical like construction, renovation, or related activities;
- 15.** any and all intellectual property of RHF including any website or portal used during the application process, remains the property of RHF, and no grant of license or other rights are given to you as a result of your application for the Program;
- 16.** you agree, that should you be a successful applicant under the Program, that RHF has the right to publicly announce (in any format or media) the fact that you are a recipient under the Program. You additionally agree and understand that conditions of being awarded any grant are the requirements that you (1) install by / at the completion of the relevant renovation/ construction project being funded under the Program, a plaque in the form designed by RHF that would identify you and RHF and confirm your status as a recipient under the Program; and (2) host a Community Engagement Event that would further publicize the Program and RHF. You must coordinate the scheduling and setting of this Event with RHF;

- 17.** these terms and conditions will be governed by and construed in accordance with the laws of the Province of British Columbia, without regard to conflict of laws principles that would require application of another jurisdiction;
- 18.** the Program being of a discretionary and charitable nature, RHF has the unilateral right to amend the terms of the Program by providing you notice of such changes, including regarding the payment terms and amounts (including whether to cease funding for any reason) under the program, and any other amendments that relate to the administration and funding of the Program. For clarity, such unilateral amendments will not relate to the use of your personal information and other changes unrelated to the Program or its funding, in which cases such amendments related to personal information or non-Program or non-funding related matters would be by mutual consent of you and RHF;
- 19.** if any term or provision of these terms and conditions is held to be invalid, illegal or unenforceable in any jurisdiction, then such invalidity, illegality or unenforceability shall not affect any other term or provision of these terms and conditions or invalidate or render unenforceable such term or provision in any other jurisdiction;
- 20.** you cannot sell, assign or transfer any rights or interests you have under the application, the Program, or with respect of any grant given to you under the Program or with respect of any other benefit under the Program to any other party without the prior written consent of RHF at its discretion. In such cases any assignee must meet the eligibility criteria that you were subject to for the Program, however, RHF is not obligated to accept any assignment;
- 21.** these terms and conditions will be to the benefit of and be binding on the respective administrators and successors of each of the parties; and
- 22.** any notice to RHF should be provided to: access@rickhansen.com. Any notice to you (the applicant) will be given to the contact information you provided in your application, please ensure to update RHF in case of any changes.

By submitting your application, you are also confirming that, during tenure of the grant, you will comply with the terms and conditions of the grant.

Confirmation of agreement to these Terms and Conditions:

If you have any concerns about your ability to comply with these terms and conditions, contact your organization's officials to assess your eligibility and reach out to RHF if you have questions. If you do not agree to these terms and conditions, then you will not be considered for the Program.

The applicant confirms the truth of all statements made in this application, and agrees to all of the terms, conditions, responsibilities and obligations as set out above, including those that are included in any linked document and accompanying document mentioned above.

I agree to be contacted by the Rick Hansen Foundation to collect feedback to inform the program's evaluation and reporting. For questions about privacy and usage of this data, or to opt-out from being contacted for feedback collection, please contact RHF's Privacy Officer at privacy@rickhansen.com.

