

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 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 application)²; and
 - b) the Government’s additional matching³ will be 60% of the eligible sum raised¹ (capped at \$150,000 per applicant for each of the five financial years from FY20 to FY24 respectively).⁴

¹ Based on the actual total sum raised and received by the abovementioned event/project (excluding Tote Board’s and in-kind contributions and any government matching) during the qualifying period. Please refer to the EFR webpage on Tote Board’s website (<https://www.toteboard.gov.sg/grants/apply-to-us/fund-raising-programme>) for details.

² Applicants who are not eligible/have fully utilised their \$250,000 dollar-for-dollar matching cap for the respective FY can continue to qualify for Tote Board’s 40% matching, capped at \$100,000 per application, for eligible fund-raising projects. Each charity shall only be entitled to benefit from a maximum of five approved applications for each FY.

³ Subject to Organisation not having fully utilised the Government’s additional matching cap of \$150,000 for the respective FY.

⁴ Financial year (FY) refers to a period of 12 calendar months from 1 Apr of a particular year to 31 Mar of the following year. The Government’s matching cap of \$150,000 per applicant is reset each FY. The matching cap is FY-specific and non-transferrable. Any unutilised cap for an FY cannot be carried forward to any future FY nor be carried back to any preceding FY. Please refer to the EFR FAQs on Tote Board’s website for illustration.

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.
- 4 Tote Board shall not be liable for any commitments entered into by 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 Organisation, only upon receiving in good order the (i) actual total income and actual total expenditure of the abovementioned event/project and other requisite details and declarations (submitted through OurSG Grants portal), and (ii) the following supporting documents related to the abovementioned event/project:
 - a) **If applicable as per stated in the Approval Letter**, an Agreed-Upon Procedures (AUP) report (Annex B) by an external Certified Public Accountant. Detailed specifications relating to AUP are stipulated on Tote Board's website: <https://www.toteboard.gov.sg/grants/fund-raising-programme#Claims%20Submission>.
 - b) **If available**, the Audited Statement of Accounts by a qualified auditor for all income and expenditure of the event/project. Scanned audited statements must be certified true copy bearing original signature of the Highest Authority or his/her equivalent, or his/her Authorised Representative.
- 6 The claim and supporting documents mentioned in Paragraph 5 above must be submitted via OurSG Grants portal to Tote Board within nine (9) months after the completion of the event/project. Tote Board reserves the right to reject a claim if it is received beyond the nine-month period stipulated. No reminder to submit the claim will be sent.
- 7 The amount of EFR matching shall be determined after the completion of the event/project and the submission of all the relevant documents. If Organisation has more than one approved event/project, the dollar-for-dollar matching cap for the respective FY will be allocated (until fully utilised) in the order Tote Board receives Organisation's complete claim submissions.
- 8 Tote Board's disbursements to Organisation shall only be remitted through PayNow Corporate⁵. There is no need to send an official or tax deductible receipt to Tote Board. Please ensure that PayNow Corporate service for Organisation has been set up and the PayNow proxy (if applicable) of Organisation's bank account is accurately provided in the submission of the claim details at the OurSG Grants portal.

⁵ More information on PayNow Corporate is available at <https://www.abs.org.sg/consumer-banking/pay-now>

- 9 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, but 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 Tote Board's Contribution

- 10 Notwithstanding Tote Board's acceptance of any acknowledgement in relation to its/the Government's contributions from Organisation, Tote Board will not be liable should it, in its sole opinion and discretion, not reimburse Organisation for any costs incurred in respect of the acknowledgment, including without limitation the situation whereby Organisation is unable to meet any of the conditions as stated in this Agreement 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

- 11 If, for any reason, that Organisation wishes to change the nature and details of the event/project, Organisation shall inform Tote Board in writing within fifteen (15) days of its forming such intention to do so and prior to the original approved end date of the event/project, failing which Tote Board shall assume that there has been no change in the information or projections in 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.
- 12 If the abovementioned event/project is cancelled; Organisation has under-performed significantly; Organisation fails to comply with these Terms and Conditions; Organisation goes into liquidation, receivership, judicial management or is insolvent; 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 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 Organisation shall cease immediately and Organisation must re-pay immediately to Tote Board all the funds that have been released upon written demand of the Tote Board.
- 13 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 conditions listed in this Agreement are not met, or should any information provided by Organisation turn out to be inaccurate or untrue or misleading or if there is any non-disclosure of any material information. Nothing herein shall prevent Tote Board from requiring Organisation to immediately re-pay any funds released to the organisation.

Miscellaneous

- 14 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 (7) days after notice in writing is given by Tote Board to Organisation.
- 15 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.
- 16 Successors-In-Title. These Terms and Conditions shall be binding on the successors and assignees of Tote Board and 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.
- 17 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.
- 18 Exclusion of Trust and Agency. Nothing in these Terms and Conditions create any relationship of trust or agency between Tote Board and Organisation.
- 19 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 Organisation at any time and shall not bear any liability to Organisation in respect of the same.
- 20 Entire Agreement. These Annexes A and B, the covering Approval Letter, any addendums, supplements and amendments thereto, and the application forms and documents submitted by the Organisation constitutes the entire agreement ("Agreement") between the parties and supersedes and extinguishes all previous drafts, agreements, arrangements and understandings between them, whether written or oral, relating to this subject matter.

Definitions

- 21 All headings or sub-headings are for convenience only and shall not be deemed part of these Terms and Conditions.