CPA Australia Aboriginal and Torres Strait Islander Scholarship

Terms and conditions

A) Scholarship Details

- 1. The Aboriginal and Torres Strait Islander scholarship on offer is as follows:
- Complimentary enrolment for CPA Program subjects not yet undertaken, being valued at up to AUD\$9030.00 (incl. GST); and
- b. One (1) waived CPA Australia Associate (ASA) membership fee for three years of membership valued at AUD \$1128.00 (incl. GST).

(collectively, the Scholarship).

B) Eligibility and Application

- The Scholarship is offered by CPA Australia Ltd (ABN 64 008 392 452) (CPA Australia), with the support of the Australian Scholarships Limited trading as the Australian Leadership Hub (ABN 38 626 377 893) (ALH) in facilitating the Scholarship application process.
- 3. Application for the Scholarship is open to individuals who meet the criteria set out in clause 5 below, excluding employees (and their immediate families) of CPA Australia.
- 4. The Scholarship application period is open yearly from 1 January to 31 December, or until the Scholarship Quota is exhausted (**Scholarship Application Period**).
- 5. To be eligible to apply for the Scholarship, applicants must meet the following criteria (**Applicant**):
 - a. Be aged 18 years or over; and
 - b. Be assessed or have been assessed as eligible to join CPA Australia at <u>Associate</u> level. To be eligible to join as Ass<u>ociate</u> member, you must have completed a CPA Australia-Accredited Course or be assessed as meeting all of the <u>Foundation</u> <u>competency</u> <u>requirements</u>; and
 - c. Be residing in Australia and an Australian resident for tax purposes for the duration of the Scholarship.

For the purposes of clause 5(b), CPA

Australia-Accredited Course means an undergraduate or postgraduate program accredited by CPA Australia as amended from time to time, the details of which may be found on CPA Australia's website.

- 6. In order to apply for the Scholarship an Applicant must, during the Scholarship Application Period, submit
 - (i) a completed and signed Scholarship application form;
 - (ii) a curriculum vitae (CV);
 - (iii) a one-page statement detailing their planned professional career and the reasons for wanting to be a CPA Australia member;

- (iv) a written endorsement from an Aboriginal or Torres Strait Islander organisation, or a member of such an organisation;
- (v) evidence of recognition as an Aboriginal and/or Torres Strait Islander;
- (vi) a high-quality scan or photo of their original degree award certificate and official itemized transcript, showing subjects passed by year and grades awarded; and
- (vii) evidence of their Australian residency (Application).
- 7. An Applicant may only submit on e Application during the Scholarship Application Period.

C) Conditions of Application

8. By submitting an Application, you acknowledge that you have read, understood and agree to accept and be bound by these Terms and Conditions of the Scholarship.

D) Selection Process

- 9. Applications will be individually judged by a selection committee selected by CPA Australia (Selection Committee). Applications will be judged based on merit against the following selection criteria: (a) interpersonal and intellectual qualities necessary to demonstrate that the Applicant is motivated to complete the CPA Program; (b) academic merit throughout tertiary studies; (c) contribution to the Aboriginal and Torres Strait Islander community and (d) any other criteria considered relevant by the Selection Committee (Selection Criteria).
- 10. A maximum of five (5) Scholarship recipients will be selected by the Selection Committee (collectively, the **Recipients**).
- 11. For the avoidance of doubt, the Scholarship is issued at the sole discretion of CPA Australia and CPA Australia is not obliged to issue any Scholarship. Where Scholarships are issued, the Applications that best satisfy the Selection Criteria will be the Recipients as determined by the Selection Committee.
- 12. If none of the Applications submitted meet the Selection Criteria, then CPA Australia will not issue a Scholarship (as described in clause 1). If no valid Application is submitted, no Scholarship will be issued.
- Unsuccessful Applicants may reapply for the Scholarship where offered in subsequent years, provided they meet all eligibility criteria.

E) Scholarship Conditions

14. Using the Scholarship will be subject to the relevant individual being eligible for membership with CPA Australia which, where applicable, will be determined upon Application and maintaining membership for the duration of the Scholarship.

- 15. The total combined value of each Scholarship is up to AUD\$10158.00 (incl.GST).
- The maximum value of each Scholarship is based on the recommended retail value of the Scholarship at the time of printing these Terms and Conditions (incl. GST). A maximum of one
 (1) Scholarship will be included to each Designant.

(1) Scholarship will be issued to each Recipient.

- 17. Applicants acknowledge that the Scholarship will not be applied retrospectively to any CPA Program subjects already undertaken and paid for, or ASA membership fees already paid (Expended Funds). A Recipient will not be reimbursed for Expended Funds.
- 18. Applicants acknowledge that the Scholarship value may change between the time of printing these Terms and Conditions and the ultimate Scholarship redemption date, and that any change in the Scholarship value will be absorbed by CPA Australia. CPA Australia otherwise accepts no responsibility for a change in the Scholarship value.
- 19. CPA Australia and each of its related bodies corporate, officers, employees and agents accept no responsibility for any late, lost or misdirected Applications due to technical disruptions, network congestion or for any other reason.
- 20. Applicants are responsible for ensuring that their contact details submitted to CPA Australia are correct. Applicants may forfeit their right to claim a Scholarship in the event that their contact details are inaccurate, or their Applications are incomplete.
- 21. Scholarships cannot be transferred or exchanged and cannot be redeemed for cash.
- 22. Unless expressly stated in these Terms and Conditions all other expenses become the responsibility of the Recipient.
- 23. If the Scholarship is unavailable, for whatever reason, CPA Australia reserves the right to substitute the Scholarship for a scholarship of equal or greater value, subject to applicable regulation.
- 24. Each Applicant will be notified of their Application outcome by Australian Leadership Hub via email within 60 days of the advertised applications close date. (Applicant Notification).
- 25. Each Recipient is required to notify the Australian Leadership Hub at the time the Recipient(s) are announced, or via email within the agreed timeframe set out by Australian Leadership Hub (Final Acceptance Date), if they are willing and able to accept their Scholarship (Acceptance Notification).
- 26. If a Recipient does not confirm with the Australian Leadership Hub by the Final Acceptance Date that they are willing and able to accept their Scholarship, the Recipient will forfeit their Scholarship and CPA Australia may offer the Scholarship to the next runnerup Applicant.
- 27. Scholarships are effective from the date of Acceptance Notification and are redeemable for one (1) year. A

Recipient must activate their ASA membership and start the CPA Program within one (1) year of the date of Acceptance Notification, by enrolling in and sitting the exam for at least one subject. Where no subjects are undertaken by a Recipient within one (1) year of the date of Acceptance Notification, including as a result of any subject cancellation or deferral by the Recipient, CPA Australia may, in its absolute discretion, terminate the Recipient's Scholarship with no further payments from the date of termination.

- 28. A Recipient must complete the CPA Program within six years of becoming an ASA member.
- 29. The Scholarship does not require a Recipient to render any service to CPA Australia.
- 30. Scholarships are not valid in conjunction with any other offer. Scholarships are valued in Australian Dollars. Recipients are advised that tax implications may arise from their Scholarship and they should seek independent financial advice prior to acceptance of their Scholarship.
- 31. CPA Australia is not responsible or liable for any late, lost or misdirected mail.

F) Use of Applicants' Name and/or Image in Advertising

- 32. Each Applicant acknowledges, agrees and consents to CPA Australia using their name, university or higher education facility, country, and/or personal image, on CPA Australia (and owned brands) social media accounts like Facebook, LinkedIn, Twitter, YouTube, Instagram, Weibo, WeChat, Tencent, Youku, WhatsApp and potentially other social media channels like LinkedIn closed groups, and in CPA Australia publications like INTHEBLACK (Advertising) and: (a) authorises CPA Australia to use their personal image howsoever recorded, in the Advertising in any medium in the world (including without limitation, in print or a broadcast, or by transmission or communication to the public, electronically, digitally or by other medium not now existing); (b) releases CPA Australia from any obligation to make payment to them for participating in the Advertising or for the use of their name and/or image in the Advertising; (c) waives any moral rights whatsoever in respect of the Advertising; (d) agrees that they will not use or disclose to any person, any information relating to CPA Australia and the Advertising (Confidential Information), except where they are required to make disclosure under any law or court order (and then only to the extent required to comply) or where the Confidential Information is proved to be in the public domain other than as a result of the acts and/or omissions of the Applicant, or where the Applicant was already in possession of the Confidential Information; and (e) declares that they have not engaged in activities or conduct that would bring harm to their own or CPA Australia's reputation.
- 33. It is a condition of accepting the Scholarship that the Recipient may be required to sign a legal release in a form determined by CPA Australia in its absolute discretion.

G) Privacy Statement

34. The personal information provided as part of your



application for this Scholarship (**Personal Information**) may be used for the purposes set out in the application form.

- 35. Any personal information collected by, or on behalf of, CPA Australia in connection with Scholarship Applications will be handled in accordance with these CPA Australia 'Aboriginal and Torres Strait Islander Scholarship' Terms and Conditions, the <u>CPA Australia</u> <u>Privacy Policy</u>, and the <u>ASF Privacy Policy</u>. By applying for the Scholarship, you consent and agree to the use of your Personal Information for the purposes disclosed and which you have consented to in your application form; and to use or publication of your name and image to identify you as a Recipient.
- 36. You have the right to access or ask us to correct any Personal Information we hold about you. CPA Australia will generally provide you with access to your Personal Information. You can opt out of receiving further communications from us.
- 37. Incomplete or ineligible Applications for the Scholarship will not be considered. The provision of false or misleading information may result in your Application being excluded from consideration, or cancellation of your Scholarship, if awarded.
- 38. You may "opt-out" or withdraw your consent by contacting CPA Australia as outlined in the CPA Australia Privacy Policy. Once we have received notification that you have withdrawn your consent, we will no longer process your information for the purpose or purposes you originally agreed to, unless we have another legitimate basis for doing so.

H) General Provisions

- 39. CPA Australia and Australian Leadership Hub staff or family are not permitted to apply for the Scholarship.
- 40. CPA Australia reserves the right (subject to the requirements of any applicable law) to cancel the Scholarship at any time and for any reason whatsoever and will not be liable for any losses, damages or expenses suffered by any Applicants as a result of cancelling the Scholarship.
- 41. CPA Australia may in its absolute discretion disqualify any Applicant of the Scholarship and/or terminate any Scholarship with no further payments from the date of termination, where CPA Australia has reason to believe:
 - a. the Applicant has breached any of the Terms and Conditions, or engaged in any unlawful or other improper conduct calculated to jeopardise the fair and proper conduct of the Scholarship;
 - b. false or misleading information is provided by the Applicant in their Application or during the Scholarship term;
 - c. a Recipient ceases their membership with CPA Australia for any reason;
 - d. a Recipient fails any CPA Program examination three times (whether it is for the same subject or different subjects) within the CPA Program;

- e. a Recipient fails to meet the eligibility criteria and conditions of their Scholarship;
- f. a Recipient has breached the CPA Australia Constitution and/or By-Laws;
- g. a Recipient fails to start the CPA Program within one (1) year, by enrolling in and sitting the exam for at least one subject in one (1) year; or
- h. a Recipient is found guilty of a criminal offence.

CPA Australia's legal rights to recover damages or other compensation from such an offender are reserved.

- 42. CPA Australia and the Australian Leadership Hub are not responsible for any problems or technical malfunction of any telephone network or lines, computer online systems, servers, or providers, computer equipment, software, technical problems or traffic congestion on the Internet or at any website, or any combination thereof, (including but not limited to) any injury or damage to Applicants or any other person's computer related to or resulting from application for this Scholarship.
- 43. If the Scholarship on offer is cancelled for any reason whatsoever, CPA Australia will not be obliged to provide a substitute scholarship and will not (to the maximum extent permitted by applicable law) be

liable for any losses, damages or expenses that the Applicant suffers or may suffer whatsoever arising from the cancellation.

- 44. Applicants must not: (a) publish any commentary (including electronically on any social media or the World Wide Web); or (b) make any statement to the media or to any other person with means to publish information, without providing the proposed statement, article or otherwise to CPA Australia for review and without receiving CPA Australia's prior written consent (which consent may be withheld in CPA Australia's absolute discretion).
- 45. CPA Australia's decision in relation to any and all aspects of the Scholarship is final and binding on every person who applies, and no correspondence will be entered into.
- 46. CPA Australia, each of its related bodies corporate, officers, employees and agents shall not be liable for any loss, damage, expense or charge whatsoever which is suffered (including but not limited to direct, indirect or consequential loss) or for any personal injury suffered or sustained in connection with this Scholarship except for any liability which cannot be excluded by law.
- 47. CPA Australia makes no representations or warranties as to the quality/suitability of the Scholarship. To the extent permitted by law, CPA Australia is not liable for any loss suffered or sustained, to person or property and including, but not limited to, consequential (including economic) loss by reason of any act or omission, deliberate or negligent, by CPA Australia, or its agents, in connection with the arrangement for supply, or the supply, of any goods or services by any



person to the Recipient. This clause does not affect, and is not intended to affect, any rights a consumer might have, which are not able to be excluded under applicable consumer protection laws.

- 48. If for any reason this Scholarship is not capable of running as planned for reasons including but not limited to infection by computer virus, bugs, tampering, unauthorised intervention, fraud, technical failures or any other causes beyond the control of CPA Australia which corrupt or affect the administration, security, fairness, integrity or proper conduct of this Scholarship, CPA Australia reserves the right, subject to any written directions given under applicable law, to disqualify any individual who tampers with the application process, and to cancel, terminate, modify or suspend the Scholarship. CPA Australia reserves all rights to recover damages and/or other compensation as may be deemed appropriate from such an offender.
- 49. CPA Australia has sole responsibility for the interpretation of these Terms and Conditions and no correspondence about the same will be entered into. CPA Australia reserves the right and may at its discretion amend, modify, change or remove these Terms and Conditions at any time without notice.

Any questions regarding the Terms and Conditions may be directed to CPA Australia via <u>MemberService@cpaaustralia.com.au</u>.

If you have any questions regarding the Scholarship application, please contact the Australian Leadership Hub via <u>applications@scholarships.org.au</u>.

