



## PORT LINCOLN TUNARAMA AMBASSADOR QUEST 2020

### CONTRACT AGREEMENT

BETWEEN

**Port Lincoln Tunarama Inc**

ABN 12 068 327 440

AND

\_\_\_\_\_ (Entrant)

AND

\_\_\_\_\_ (Sponsor)

Entrants and Sponsors are asked to read the following contract carefully. Once having understood the conditions of entry all parties are required to sign and date page 6, returning the signed contract to:

Port Lincoln Tunarama Inc. 8 King Street, Port Lincoln or PO Box 40 Port Lincoln SA 5606  
**Closing date for 2020 Entrants is 31<sup>st</sup> July 2020**

## CONDITIONS OF ENTRY

### Entrants:

1. Minimum age for Entrant is 18 years at date of contract
2. Each Entrant makes a full commitment to attend official Tunarama functions and all Quest meetings
3. Each Entrant shall form their own support committee to assist throughout the year in fundraising and other events
4. Acknowledge that the Quest Coordinator position is appointed by the Port Lincoln Tunarama Committee and will oversee the operation and activities of the Quest. Entrants will be notified of dates scheduled for all Tunarama functions and training sessions.
5. Entrants are required to attend all official Tunarama training sessions, functions and fundraising events offered by Port Lincoln Tunarama Inc from the signing of this agreement. Attending these functions forms part of the judging criteria/process based on your commitment. Entrants themselves will not be required to pay for training sessions held throughout the year or entry to official Tunarama functions during the Tunarama Festival. All Entrants will commit to attend nominated events throughout the whole Tunarama Festival regardless whether a title is received. The winners of a Major Title must commit to attend the events throughout the whole Festival.
6. Entrants are to create a portfolio; this portfolio is a reflection of the Quest Entrant's life & their journey through the Port Lincoln Tunarama Ambassador Quest. Creative manners of expression are acceptable as suggested, eg painting, DVD, scrapbooking & are not just limited to photographs. A copy of the Quest Entrant's Portfolio will be distributed to all who judge the title of Port Lincoln Tunarama Ambassador of the Year.
7. Entrants are required to submit a brief overview (500 words or less) of themselves which will be used for media purposes with the understanding of this information being submitted to the website. This should be provided to the Quest Coordinator within 14 days of signing of the agreement.
8. Entrants will be required to submit an application and be judged for the SCA Media Mentorship Award, as per the information given to them in a separate package by Southern Cross Austereo.
9. Quest Entrants will make their initial presentation at a Sashing Event, where they will receive a sash with their Sponsor's name. Entrants are required to wear their sash for identification purposes to all fundraising events and official Tunarama engagements from that date. This fulfils the Sponsor's expectations of Entrants promoting their business in a professional manner. At all public appearances Entrants are to be honest, demonstrate integrity and never misrepresent either themselves, Tunarama, approved Non-Profit Organisation(s) or their Sponsor.
10. With the Sponsor's full assistance (financially and/or physically), it is a requirement that each Entrant be involved in the creation and decoration of a float to be entered into the Street Procession held during the Tunarama Festival. This forms the title Port Lincoln Tunarama Pageant Personality. No monies from fundraising are to be used towards any part of float construction.

### Fundraising:

11. Fundraising may commence from 1<sup>st</sup> April 2019, but only upon acceptance of this signed application with Entrants being required to fundraise with the support of their committee/group for approved Eyre Peninsula Non Profit Organisation(s) or local community projects.
12. Entrants may fundraise individually or collectively with others. All Non-Profit recipients are required to lodge an application and to be approved by the Tunarama Committee. The accepted Non Profit Organisation(s) must be financially operational in the local region. Fundraising for non-approved organisations will not be counted as part of any Tunarama Quest Entrant's portfolio, nor may the Entrant portray themselves as doing so at any attached event. Notwithstanding the last statement, an Entrant may gain exposure at any event they choose to attend, so long as they do not contravene any other part of this contract.

13. 25% of any funds raised by each Entrant, up to a maximum of \$2000 per Entrant, will be retained and utilised by Port Lincoln Tunarama Inc for costs associated with the Quest. \$500 of this 25% retained will go directly to the following year's Quest.
14. It is expected all Entrants be active in their fundraising efforts throughout the term of their contract and hold regular events/activities in order to raise funds for the nominated recipient(s) as well as raising their own profile. Individual fundraising efforts will be recognized in the title of Highest Fundraiser. Collective events shall be apportioned on a pro-rata basis between those Entrants that contributed to a banked profit after full accounting has taken place of the event in question.
15. Fundraising activities can be administered anywhere in the world and are not restricted to the Eyre Peninsula region. However, the expenditure of all funds received by the Non Profit Organisation(s) must be for projects within the Eyre Peninsula region. The Non Profit Organisation(s) must provide an acquittal of all funds donated as part of the Quest Fund distribution, as per the submission outlined in their application. Any funds not expended in an appropriate manner shall be returned to Tunarama's general pool fund.
16. All fundraising activities and financial transactions (i.e. the writing of cheques and deposits) are to cease and be finalised by close of bank business hours on Monday 13th January 2020, this allows time for these transactions to be processed and also time for the title of Port Lincoln Tunarama Highest Fundraiser to be assessed. Entrants will be provided monthly bank statements by the Port Lincoln Tunarama Inc Treasurer throughout their fundraising term. Entrants are to keep all financial records and receipts to account for income and expenditure and are encouraged to meet with the treasurer for assistance in maintaining financial records. All records to trial balance, must be returned to the Tunarama office on or before the due date close of bank business 14<sup>th</sup> January 2020. Any Entrant who does not provide all financial records including bank statements, all receipts, records of payments and cheque books by this time may be ruled ineligible to win the Highest Fundraiser title.

**Titles:**

There are 6 titles for the 2020 Quest which are:

- Port Lincoln Tunarama Ambassador (*Judged by a panel*)
  - Port Lincoln Tunarama Highest Fundraiser (*Based on individual funds raised during the year*)
  - Port Lincoln Tunarama Pageant Personality (*Judged during the Street Procession*)
  - Port Lincoln Tunarama Most Photogenic (*Judged by the Official Photographer*)
  - Port Lincoln Tunarama People's Choice (*Judged by the Community of Port Lincoln and surrounds*)
  - Congeniality Award (*Judged by Quest Coordinator*)
17. There is no limit to the number of titles that any one Entrant is eligible to receive
  18. The Port Lincoln Tunarama Ambassador will be required to represent Port Lincoln, Port Lincoln Tunarama Inc and the Tunarama Festival at selected events and official functions during their year in office. Tunarama has Sister Festival status with Loxton Mardi Gras, Loxton. The Ambassador Title winner agrees to serve on the Tunarama Festival Committee or Quest Committee for the following year
  19. If for any reason an Entrant is aware that in the following year they will not be able to represent Tunarama due to relocation of residence from within the Eyre Peninsula, they are asked to advise Tunarama immediately. This may affect their ability to gain the Title of Port Lincoln Tunarama Ambassador, at the sole discretion of the Tunarama Festival Committee
  20. Both the Entrant and Sponsor agree to enter the Street Procession held during the Tunarama Festival by creating a float for the Entrant, promoting themselves and their Sponsors. This forms the title Port Lincoln Tunarama Pageant Personality which is judged by selected impartial dignitaries
  21. Entrants and their committee/groups shall agree to be bound by the decision of the appointed judges and shall not discuss any matters pertinent to the results of any judging
  22. In the event that an Entrant is found to be misrepresentative following the awarding of a title, all prizes and titles shall be forfeited forthwith. Those titles and prizes may then, at the Judge's discretion, be awarded to

another choice for that category. The Entrant and their committee may in this case appeal the Judge's decision and will be required to appear in person to answer any claims made

23. Port Lincoln Tunarama Inc will not be held responsible for any unpaid debts incurred by the Entrant. The Entrant is fully responsible for all debts incurred as part of their fundraising efforts. Once Tunarama Inc's expenses have been accounted for, all balances of monies will be dispersed as per contract agreement
24. The Entrant must not engage in, or be convicted of, any illegal activity during the current year, course of the year, year preceding, or following (if a title holder) the Festival. The decision to remove the Entrant from eligibility will remain at the discretion of the committee and in either case the Entrant must notify the Quest Coordinator immediately of any untoward activity. Failure to do so may result in suspension from entry or eligibility to retain a title
25. If Port Lincoln Tunarama Inc for any reason beyond its control should be unable to provide any prizes as advertised, they shall, at their discretion, provide appropriate alternative prizes

#### **Sponsors:**

26. Sponsors agree to assist their Entrant as much as possible with their fundraising activities and give full assistance (financially and/or physically) with the creation of a Street Procession float. Sponsors are to bear the sponsorship costs of payments which total \$620. This is made up of \$400 payable to the Entrant's account and \$220 payable to Port Lincoln Tunarama Inc. These items are not to come out of fundraising money.

25.1 Sponsors are required to provide their Entrant with the donation payment of \$400 (gst free) for their Entrant's initial fundraising and advertising expenses (\$200), and clothing allowance (\$200). This payment forms part of each Sponsor's agreement upon completion of signing this contract. Consequently a cheque should be made out to 'Port Lincoln Tunarama Inc and the Entrant' accompanying this contract whereby the cheque will be forwarded to the Entrant in order to open a Bank Account.

25.2 Sponsors are required to provide 'Port Lincoln Tunarama Inc' with a payment of a \$220 (incl gst) entry fee, to accompany this completed contract. Sponsors understand that should an Entrant withdraw from the Quest, their entry fee payment to Port Lincoln Tunarama Inc will not be refunded.

27. Sponsors who support their own employees in entering the Quest agree to a degree of flexibility in work hours and/or duties where possible in order to support their Entrant
28. Sponsors will receive an invitation, including one free admission, to the Sashing Event and the Gala Award's.
29. Sponsors will be acknowledged in the Tunarama Programme and any media exposure associated with their Entrant
30. Upon acceptance of the signed contract, Quest Entrants will be contacted and arrangements will be made with the professional photographer for a suitable date/time for photographing individually and as a group with all other entrants. Where Tunarama has an official photographer, that photographer's work will be used exclusively for all official promotional photos and displays. The Entrant will be able to choose which portrait is to be used from a selection offered by the photographer

#### **Financial:**

31. Quest Entrants will be required to open a Bank account with Bendigo Bank Port Lincoln in their name, as a sub account of the Port Lincoln Tunarama Inc. account, for the purposes of overseeing all transactions relating to their fundraising activities. The account will be monitored by the Port Lincoln Tunarama Treasurer. The Entrant is required to set monthly appointments with the Treasurer or an accounting representative nominated by the Tunarama Festival Committee to receive their monthly statements and reconcile their account. Quest Entrants are to maintain up to date financial information for audit purposes.
32. Bendigo Bank Quest accounts deposit and cheque books will be provided to the Entrant by the bank. The Entrant will receive a monthly bank statement upon meeting with the Treasurer and must oversee their account at all times. Entrants understand that they will be required to show documentation to Bendigo Bank in the opening of an account in their name to fulfill the banks terms and conditions. Two signatures will be

required on all cheques, one being the Entrant and the other being a nominated signatory of Port Lincoln Tunarama Inc.

33. Entrant is solely responsible for their finances. Fundraising totals are not to be made public or disclosed to any person other than the Port Lincoln Tunarama Inc. Treasurer or the person named in Clause 31.
34. It is understood that all funds raised are the property of Port Lincoln Tunarama Inc and at the end of the fundraising period shall be transferred to the main Port Lincoln Tunarama Inc. Bendigo Bank account, where after a cheque will be made payable to the entrant's nominated not-for-profit organisation(s) or local community projects, as approved by Port Lincoln Tunarama Inc. The cheque will be the entrants' total fundraising amount less the 25% (capped at \$2,000) which is retained by Port Lincoln Tunarama Inc for the running of the Quest as outlined in clause 13. This cheque will be presented to the nominated not-for-profit organisation(s) or local community projects representative by the entrant at an event organised by Port Lincoln Tunarama before 31<sup>st</sup> March 2020.

**General:**

35. In order to protect the Quest, Port Lincoln Tunarama Inc and the Tunarama Festival; Entrants, their committee/group and Sponsors agree to conduct themselves in a professional manner. Entrants must always make the Quest Coordinator or Festival Coordinator aware of all media promotion or releases before they go into the public area and always engage in advertising or promotional appearances creatively and tastefully. Should any such advertising/publicity, bad conduct or implied accusations be made to the public via media or word of mouth towards Port Lincoln Tunarama Inc, Sponsors or other Entrants, it may precipitate immediate disqualification
36. At any particular time throughout the Quest, should an Entrant have an issue arising about their Sponsor, their committee/group, other Entrant, the Quest committee, the Quest itself or anything to do with the Tunarama Festival it is a requirement that this person contact the Quest Coordinator immediately to discuss the issue confidentially. The Tunarama President may be contacted should this be deemed necessary

**Insurance:**

37. An online diary is to be kept by the Quest Coordinator and all Entrants with all fundraising activities and dates recorded and relayed to the Festival and Quest Committee. Each activity involving any Entrant or part of their Committee, or Sponsor or Non-Profit, which has to do with any fundraising on behalf of any Tunarama Quest Entrant(s), must be notified to and accepted by Tunarama's nominated Insurer at least six weeks prior to the event, but only where the event involves ticketed entry to a function or similar, or may involve large scale food preparation and sales. Clarification of these activities and whether the notice is required should be sought from the Quest Coordinator or the Festival Coordinator before any advertising commences.

**Term of Contract:**

38. The term commences with the signing of this contract by the Entrant, Sponsor and Tunarama President. A copy of this contract will be forwarded to the Entrant and Sponsor. This is a binding contract; however in any unforeseen circumstances should an Entrant be unable to fulfill all of the conditions as set out in the contract, they will be required to explain in writing their circumstances. A written copy is to be forwarded to the Tunarama Committee and a copy provided to the Entrant's Sponsor.

**Executed as an agreement**

**ENTRANT:**

I \_\_\_\_\_ (Quest Entrant's Name)  
Hereby agree to enter the 2020 Port Lincoln Tunarama Ambassador Quest as an Entrant having read and understood  
the conditions set out in the agreement.

Postal Address \_\_\_\_\_

Employment details \_\_\_\_\_

Contact phone Hm: \_\_\_\_\_ Wk: \_\_\_\_\_ Mobile: \_\_\_\_\_

Email: \_\_\_\_\_ D.O.B \_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_

Next of Kin: \_\_\_\_\_ Relationship: \_\_\_\_\_

Contact No: \_\_\_\_\_

Entrants Signature: \_\_\_\_\_ Date: \_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_

**SPONSOR:**

I \_\_\_\_\_ (Sponsor's Representative Name)  
Hereby agree to Sponsor the above named Entrant in the 2020 Port Lincoln Tunarama Quest having read and  
understood the conditions set out in this agreement

Business Name: \_\_\_\_\_

Address: \_\_\_\_\_

Contact person: \_\_\_\_\_ Position: \_\_\_\_\_

Contact phone Wk: \_\_\_\_\_ Mobile: \_\_\_\_\_

Email: \_\_\_\_\_

**Quest Entrants Title Will Be:** \_\_\_\_\_

Payment attached:  \$400.00 Donation payment to entrant (GST free)  
(Cheque will be made out to Port Lincoln Tunarama and the entrant)

Payment attached:  \$220.00 Entry Fee to Tunarama (Inc GST)  
(Cheque will be made out to Port Lincoln Tunarama Inc)

Representative Signature: \_\_\_\_\_ Date: \_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_

Name: \_\_\_\_\_

**PORT LINCOLN TUNARAMA INC**

President Signature: \_\_\_\_\_ Date: \_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_

Name: \_\_\_\_\_