Chief Minister, Treasury and Economic Development

## Freedom of Information Publication Coversheet

The following information is provided pursuant to section 28 of the Freedom of Information Act 2016.

FOI Reference: CMTEDDFOI 2022-052

| Information to be published | Status |
| :--- | :---: |
| 1. Access application | Published |
| 2. Decision notice | Published |
| 3. Documents and schedule | Published |
| 4. Additional information identified | No |
| 5. Fees | Waived |
| 6. Processing time (in working days) | 26 |
| 7. Decision made by Ombudsman | N/A |
| 8. Additional information identified by Ombudsman | $\mathrm{N} / \mathrm{A}$ |
| 9. Decision made by ACAT | $\mathrm{N} / \mathrm{A}$ |
| 10. Additional information identified by ACAT | $\mathrm{N} / \mathrm{A}$ |

```
From:
To:
Cc:
Subject: 2022-052 FOI Request | Black Betty Productions & Wine Island Canberra
Date:
CMTEDD FOI
Thursday, }24\mathrm{ February 2022 10:04:37 AM
```

Good Morning,

## RE: FOI REQUEST - BLACK BETTY PRODUCTIONS \& WINE ISLAND CANBERRA

I write to request under the Freedom of Information Act 2016 a copy of any documents held by the Directorate relating to "BLACK BETTY PRODUCTIONS PTY LTD" and/or "Wine Island Canberra" between $1^{\text {st }}$ of January 2020 until $31^{\text {st }}$ of December 2021. Including but not limited to:

- ACT Events Fund applications received by the Directorate
- ACT Events Fund grant decisions made by the Directorate
- Event approvals made
- Event notifications made
- Any emails relating to the staging of Wine Island Canberra event in 2021

Should you require any further information or clarification about my request, please contact my office on

Kind regards,

ACT
Government
Chief Minister, Treasury and Economic Development

## FREEDOM OF INFORMATION REQUEST

I refer to your application under section 30 of the Freedom of Information Act 2016 (the Act), received by the Chief Minister, Treasury and Economic Development Directorate (CMTEDD) on 24 February 2022, in which you sought access to:

Copy of any documents held by the Directorate relating to "BLACK BETTY PRODUCTIONS PTY LTD" and/or "Wine Island Canberra" between 1st of January 2020 until 31st of December 2021.

## Authority

As an appointed Information Officer under section 18 of the Act, I am authorised to make a decision on access or amendment to government information in the possession or control of CMTEDD.

## Timeframes

In accordance with section 40 of the Act, CMTEDD was required to provide a decision on your access application by 25 March 2022 however, following an extension of time and third-party consultation, the due date is now 17 May 2022.

## Decision on access

Searches were completed for relevant documents and 20 documents were identified that fall within the scope of your request.

I have included as Attachment A to this decision the schedule of relevant documents. This provides a description of each document that falls within the scope of your request and the access decision for each document.

I have decided to grant access in full to eight documents. I have decided to grant partial access to twelve documents as I consider them to contain information that would, on balance, be contrary to the public interest to disclose under the test set out in section 17 of the Act.

## Third-party consultation

In determining this access request, I identified that some of the information may reasonably be expected to be of concern of a third party. In accordance with section 38 of the Act, I have undertaken third-party consultation. I have considered the contentions raised by the third party in making this decision.

In accordance with section 54(2) of the Act a statement of reasons outlining my decision is below.

## Statement of Reasons

In reaching my access decisions, I have taken the following into account:

- the Act,
- the content of the documents that fall within the scope of your request,
- the Human Rights Act 2004.


## Exemption claimed

My reasons for deciding not to grant full access to the identified documents are as follows:

Information that would, on balance, be contrary to the public interest to disclose under the test set out in section 17 of the Act

## Public Interest

The Act has a presumption in favour of disclosure. As a decision maker I am required to decide where, on balance, public interest lies. As part of this process, I must consider factors favouring disclosure and non-disclosure.

In Hogan v Hinch (2011) 243 CLR 506, [31] French CJ stated that when 'used in a statute, the term [public interest] derives its content from "the subject matter and the scope and purpose" of the enactment in which it appears'. Section 17(1) of the Act sets out the test, to be applied to determine whether disclosure of information would be contrary to the public interest. These factors are found in subsection 17(2) and Schedule 2 of the Act.

Taking into consideration the information contained in the documents found to be within the scope of your request, I have identified that the following public interest factors are relevant to determine if release of the information contained within the documents is within the 'public interest'.

Factors favouring disclosure in the public interest under Schedule 2.1:
(a) disclosure of the information could reasonably be expected to do any of the following:
(i) promote open discussion of public affairs and enhance the government's accountability.

Disclosure of documents related to Black Betty Productions Pty Ltd may help to promote discussion of government business and enhance the government's accountability and continued commitment to open and transparent government however, I find this to not be a strong case and give this factor lesserweight.

The FOI Act has an express pro-disclosure bias which reflects the importance of public access to government information for the proper working of a representative democracy. This concept is promoted through the objects of the FOI Act, and I consider that giving access to the information sought would support this intention of the FOI Act.

Factors favouring nondisclosure in the public interest under Schedule 2.2:
(a) disclosure of the information could reasonably be expected to do any of the following:
(ii) prejudice the protection of an individual's right to privacy or any other right under the Human Rights Act 2004
(xi) prejudice trade secrets, business affairs or research of an agency or person

Information found in the documents identified includes material supplied to the ACT government on a 'Commercial in Confidence' basis. Commercial in Confidence information allows businesses to share their proprietary intellectual property (IP) in a safe way that will not allow it to be distributed to a competitor, giving a potential competitor an unfair advantage in dealings with the ACT Government. A consulted third party expressed extreme concern that the applicant may be a competitor that is attempting to steal this IP.

To publish the details of a business's IP without their consent, could reasonably be expected to decrease the number of approaches to the ACT Government by private enterprises seeking to engage with the ACT Government in the form of a staged event potentially rendering the Territory without a valuable source of enriching public events.

Publishing IP that has not been made public by the owner of that IP could significantly undermine the accountability of the Government while exposing information that private enterprises may consider a trade secret.

I have also considered the impact of disclosing information which relates to business affairs. In the case of Re Mangan and The Treasury [2005] AATA 898 the term 'business affairs' was interpreted as meaning 'the totality of the money-making affairs of an organisation or undertaking as distinct from its private or internal affairs'. Schedule 2 section 2.2(a)(xi) allows for government information to be withheld from release if disclosure of the information could reasonably be expected to prejudice the trade secrets, business affairs or research of an agency or person. To release the financial dealings of a business entity in the course of them providing a service to the ACT Government or event to the ACT public at large could reasonably prejudice their business affairs and give a competitor an unfair advantage in future dealings.

## Access to documents

Pursuant to section 38(6) of the Act, I am required to deferaccess to all the identified documents as an affected third party has objected to disclosure. This third party may apply for review of my release decision within 20 working days after my decision is
published in CMTEDD disclosure log, or a longer period allowed by the Ombudsman. I will write to you to advise when access is no longer deferred.

## Charges

Pursuant to Freedom of Information (Fees) Determination 2017 (No 2) processing charges are applicable for this request because the total number of pages to be released to you exceeds the charging threshold of 50 pages. However, the charges have been waived in accordance with section 107 (2)(e) of the Act.

## Online publishing- Disclosure Log

Under section 28 of the Act, CMTEDD maintains an online record of access applications called a disclosure log. Your original access application, my decision and documents released to you in response to your access application will be published on the CMTEDD disclosure $\log 3$ days afterthe date of my decision. Your personal contact details will not be published.

You may view CMTEDD disclosure log at https://www.cmtedd.act.gov.au/functions/foi.

## Ombudsman Review

My decision on your access request is a reviewable decision as identified in Schedule 3 of the Act. You have the right to seek Ombudsman review of this outcome under section 73 of the Act within 20 working days from the day that my decision is published in CMTEDD disclosure log, or a longer period allowed by the Ombudsman.

We recommend using this form Applying for an Ombudsman Review to ensure you provide all of the required information. Alternatively, you may write to the Ombudsman at:

The ACT Ombudsman
GPO Box 442
CANBERRA ACT 2601
Via email: actfoi@ombudsman.gov.au

## ACT Civiland Administrative Tribunal (ACAT) Review

Under section 84 of the Act, if a decision is made under section 82(1) on an Ombudsman review, you may apply to the ACAT for review of the Ombudsman decision. Further information may be obtained from the ACAT at:

ACT Civil and Administrative Tribunal
Level 4, 1 Moore St
GPO Box 370
Canberra City ACT 2601
Telephone: (02) 62071740
http://www.acat.act.gov.au/

Should you have any queries in relation to your request please contact me by telephone on 62077754 or email CMTEDDFOI@act.gov.au.

Yours sincerely,


Katharine Stuart
Information Officer
Chief Minister, Treasury and Economic Development Directorate
17 May 2022

Chief Minister, Treasury and
FREEDOM OF INFORMATION
Economic Development

WHAT ARE THE PARAMETERS OF THE REQUEST
Documents held by the Directorate relating to "BLACK BETTY PRODUCTIONS PTY LTD" and/or "Wine Island Canberra" between 1st of January 2020 until 31st of December 2021.

Reference NO.
CMTEDDFOI2022-052

| Ref No | Page number | Description | Date | Status | Reason for Exemption | Online Release Status |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| 1 | 1-68 | Event Marketing Strategy | 14 Oct 2020 | Partial release | Sch 2 s2.2 (a)(ii) <br> Sch 2 s2.2 (a)(xi) | Yes |
| 2 | 69-89 | Application - Funding | 19 Oct 2020 | Partial release | Sch 2 s2.2 (a)(ii) | Yes |
| 3 | 90-99 | Ministerial Brief | 16 Nov 2020 | Partial release | Sch 2 s2.2 (a)(ii) Out of Scope | Yes |
| 4 | 100-101 | Email | 4 Jan 2021 | Partial release | Sch 2 s2.2 (a)(ii) | Yes |
| 5 | 102-109 | Email/attachment | 22 Jan 2021 | Partial release | $\begin{aligned} & \hline \text { Sch } 2 \text { s2.2 (a)(ii) } \\ & \text { Sch } 2 \text { s2.2 (a)(xi) } \end{aligned}$ | Yes |
| 6 | 110-127 | Deed of Grant | 1 Apr 2021 | Partial release | Sch 2 s2.2 (a)(ii) | Yes |
| 7 | 128-131 | Email | 15 Apr 2021 | Full release | N/A | Yes |
| 8 | 132-156 | Email/attachment | 19 Apr 2021 | Partial release | $\begin{aligned} & \hline \text { Sch } 2 \text { s2.2 (a)(ii) } \\ & \text { Sch } 2 \text { s2.2 (a)(xi) } \end{aligned}$ | Yes |
| 9 | 157 | Email | 23 Aug 2021 | Partial release | Sch 2 s2.2 (a)(ii) | Yes |
| 10 | 158-162 | Email | 27 Apr 2021 | Full release | N/A | Yes |
| 11 | 163-164 | Email/attachment | 3 May 2021 | Partial release | Sch 2 s2.2 (a)(ii) | Yes |
| 12 | 165-167 | Email | 4 May 2021 | Full release | N/A | Yes |
| 13 | 168 | Email | 4 May 2021 | Full release | N/A | Yes |
| 14 | 169-171 | Email | 4 May 2021 | Full release | N/A | Yes |


| 15 | 172-194 | Email/attachment | 11 May 2021 | Partial release | Sch 2 s2.2 (a)(ii) | Yes |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| 16 | 195-197 | Email | 11 May 2021 | Full release | N/A | Yes |
| 17 | 198-200 | Email/attachment | 14 May 2021 | Full release | N/A | Yes |
| 18 | 201-202 | Email | 26 Jun 2021 | Partial release | Sch 2 s2.2 (a)(ii) | Yes |
| 19 | 203-206 | Email/attachment | 20 Dec 2021 | Partial release | Sch 2 s2.2 (a)(ii) | Yes |
| 20 | 207 | Email | 20 Dec 2021 | Full release | N/A | Yes |
| Total No of Docs |  |  |  |  |  |  |
| 20 |  |  |  |  |  |  |

## MILESTONE CREATIVE

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# Rosé Garden <br> Senate Rose Gardens, Old Parliament House, Canberra 9 October 2021 

## Event Marketing Strategy

ALANA HAY | FIONA SUTHERLAND<br>14 OCTOBER 2020

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## Background.

This document contains Milestone's topline approach to marketing to entice visitors to attend Rosé Garden in Canberra, which will be the second event in a series for this new food, wine and lifestyle event brand. The document includes audience identification and our approach to digital, native, earned and owned media, supported by a proposed marketing schedule and budget. The strategy is aimed at driving awareness for a new brand, developing databases and driving ticket sales and visitation. Additional focus will be on safety and hygiene aspects in light of the COVID-19 pandemic.

## MILESTONE CREATIVE

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## Contents.

Situational Analysis ..... 04
Audiences ..... 07
Strategy ..... 11
Key Messages \& Campaigns ..... 16
Asset Review ..... 17
Marketing Channels ..... 22
Role For Channel ..... 31

## MILESTONE CREATIVE

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## Situational analysis.

## Global

COVID-19

In the financial year 2018-19, Australia generated $\$ 60.8$ billion in direct tourism gross domestic product (GDP). This represents a growth of 3.5 per cent over the previous year - faster than the national GDP growth. Tourism also directly employed 666,000 Australians making up 5 per cent of Australia's workforce.

In 2018-19, Australia was one of the highest yielding destinations in the world, with international visitors spending $\$ 44.6$ billion in 2018-19 compared to the previous year, a growth of 5 per cent. 44 cents of every tourism dollar were spent in regional destinations and tourism was Australia's fourth largest exporting industry, accounting for 8.2 per cent of Australia's exports earnings.

In just a few short months in 2020, the $\$ 2.9$ trillion tourism industry ground to a halt. However, whilst the pandemic has brought the tourism industry to its knees, it also presents a unique opportunity. Australians are wanting to travel domestically and so opens the opportunity for destinations to promote their hidden gems and present something new and exciting to the market. Now is the time to hit the reset button.

## International travel remains restricted

International travel is still restricted to Australia and at this time, it is likely this will remain in place until July 2021. There is therefore little opportunity to market internationally for the 2021 event.

## National

## Less festivals, less competition

Unfortunately, the COVID-19 pandemic has left many festivals with no option other than to cancel in 2020. The timing of tickets going on sale in June 2021 will mean there is likely more confidence in the market which should result in higher demand from domestic travellers seeking entertainment and travel experiences.

## Australians are now ready to travel

As travel restrictions ease after COVID-19, there is an opportunity to realise increased domestic visitation in 2021. Australians are ready to travel and are already preparing for their next holiday and current travel and press indicate that popular travel destinations and experiences will include discovering sleepy rural or towns, indulgent small local hotels and motels and boutique event experiences.

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Local

## Cruises are out

With cruises off the menu indefinitely, regional events can promote "drives", focusing on domestic day visitors (reported by TRA as 50 kms or more each way from home) and domestic overnight stays (reported by TRA as 40 kms each way from home plus an overnight stay).

Baby Boomers are the perfect audience for travel to smaller or regional towns and cities and leveraging off Fioriade will be a priority campaign. Right now, there are no good solutions yet for quelling the spread of viruses on cruise ships and for this reason, cruising will be a less popular holiday option over the incoming summer period. For this reason, we will focus on drives market to baby boomers attending Floriade as well as other primary audiences including Gen x and Gen Z.

## Less seats on transport

Square meterage limitations are currently in place which affects public transport. This means more domestic travellers will drive.

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## Current Marketing Campaigns

## Buy Regional / Buy from the Bush

The NSW Government has created a Buy Regional website, to support areas affected by bushfire and coronavirus in rural and regional NSW. The aim is to promote these regions as places to travel and buy local made, farm-fresh items. More here
https://www.nsw.gov.au/regional-nsw/buy-regional

## New edition of Holiday Here this Year

On 13 October 2020, Tourism Australia launched the next edition of its Holiday Here this Year campaign. With domestic restrictions lifting and consumer confidence improving, now is the perfect time to inspire those Australians who are able to, to plan and book their next holiday. A key focus of the campaign will be on encouraging Australians to travel more like international travellers. This means not just booking a holiday, but also adding a tour or local tourism product offering for a fully immersive destination experience. The campaign will continue to showcase some of the worst-hit bushfire areas, along with popular tourism destinations that have been badly impacted as a result of COVID-19. This campaign will be rolling out in several bursts of activity over the coming year.
The campaign toolkit is here:
https://www.tourism.australia.com/en/news-and-media/newsletters/ toolkit-registration.html

## Regional NSW It's On

Destination NSW recognises that events play a strong role in increasing destination awareness and intention to visit. Marketing activity includes promotion of major events through integrated domestic and international tourism campaigns and significant investment in partnership campaigns jointly implemented by event owners.

The It's On campaign promotes the NSW events calendar with campaigns strategically selected by DNSW to showcase the breadth of offering across the whole of the state. Most importantly, unique events with broad appeal and the ability to attract overnight visitation are given prominence in the campaigns.

This should be leveraged early to maximise exposure of Rosé Garden to Sydneysiders More information:
https://www.destinationnsw,com.au/tourism/marketing-overview/eventsmarketing

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## Audiences.

## Geographic

## Locals

We will target locals within a 50 km radius to join us for the whole day.

## Tourists

Drives market (leisure traveller)
Age/gender: 20-35 Female, LQBTQI (Rosé Garden) Age/gender: $45-65+$ Female and Male (Floriade)

## Geographic Targeting

10km: targeted direct mail campaigns
50km: locals
100km: day trippers
280km: overnight / multi day stay travellers


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## Interest-based targeting

- Food \& Wine Lovers
- Markets, festivals, outdoor events, live music, live events
- Experience-lovers
- Wine \& Food
- Floriade
- Wine Island - One of the event producers is the owner of Wine Island, which provides us access to the Wine Island database. Whilst not an exact match to the Sydney-centric hard-core fans and ticketholders of Wine Island, the database will be used once to promote the new brand and push into the dedicated Rosé Garden subscriber channel.


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## Digital audiences

## Awareness

Lookalike audiences
We take qualified audience segments and use this data to create 'lookalike' audiences - a group of people who have not yet discovered Rosé Garden but who match ticket holders and subscribers in terms of interests, behaviour, location or demographic.

- Competitor events
- Similar events in Canberra, Sydney, South Coast \& Snowies
- Wine \& Food
- Marketgoers
- Floriade
- Entertainment \& live music
- Live event \& festival lovers
- Travel \& day trippers


## Subscriber Database

Facebook Ads Manager allows csv files of subscriber information (email, name, location, gender, etc) to be uploaded in order to market to this audience through Facebook and Instagram channels. As we build the subscriber database for Rose Garden (all events), this can be used for custom audience targeting. Video ad creative is encouraged to be served to this audience with fresh subscriber data loaded weekly.

## Consideration

## Website Visitors

The data for this audience is collected through installation of a Google Tag Manager pixel code, allowing remarketing to those who have visited the event website previously but have not clicked to subscribe or purchase yet.

## Social media followers

People who have liked or followed "Rosé Garden" social media pages (Facebook, Instagram \& YouTube) will be targeted with branded content such as program events, announcements and special offers.

## Video viewers

We will re-target users who have viewed showreel or highlights videos during the awareness stage in order to offer them content marketing ads encouraging them to "learn more" about specific events and gain a deeper understanding of the event. This can be done through artist videos, interviews, blogs and story pieces.

Facebook event RSVPs
We will target users who have RSVP'd via the Facebook event page for 2021 according to their response - "going" or "Interested", This will ensure they receive messaging that matches what stage they are in the buying cycle (consideration, conversions, loyalty).

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## Conversion (ticket buyers)

## Current 2021 ticket holders

We will upload ticket purchasers information to Facebook/Instagram Ads Manager. This allows us to exclude this audience from receiving awareness, consideration or conversion sales advertisements.

## Past ticket holders database

We will segment the Rose Garden Sydney event ticket holder audience and serve them content that addresses their past attendance with a special VIP offer, creating a sense of brand loyalty. Segmenting these audiences allows us to increase spend to them, ensuring advertisements reach all audience members at a high frequency rate.

## Clicked "Buy Tickets Now" button or abandoned cart

With the installation of a Google Tag Manager pixel code across all webpages on the Rosé Garden website and the specific landing pages for the Canberra event, we will be able to re-target these audiences with aggressive sales messaging and a strong call-to-action to purchase tickets. Segmenting these audiences allows us to allocate larger budgets to them, ensuring advertisements reach all audience members at a high frequency rate.

Clicked and viewed the landing page of a specific event
We will remarket off specific landing pages including ticket inclusions or general event landing pages with specific ads and a strong call-to-action to buy tickets. Carousel ads are particularly effective in gaining multiple ticket purchases, as we can re-market content
promoting GA, VIP and private event areas along with tourism info.

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## Strategy.

Ticket buying journey


Continue the conversation: "Always-On" marketing approach

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AWARENESS campaigns are designed to reach as many people as possible in order to find new, interested audiences and entice dreamers to connect. Campaigns in this phase aim to build new (cold) audiences, drive subscriptions and followers. During this phase, use festival showreels and highlight videos for viewership and increasing website visitation to build the remarketing audience. Enticing last year's ticket purchasers to return with a special VIP pre-sale is an effective strategy.

CONSIDERATION campaigns are designed to connect with buyers who are engaged and are in-market actively with some interest to learn more about the festival, enquire and convince them to want to book. Campaigns focus on specific festival program events, ticketing packages and special offers through advertisements that promote content marketing pieces including interviews, blogs and story pieces designed to build excitement around the festival experience.

CONVERSION campaigns utilise more aggressive sales messaging and strong call-to-action (such as buy now) in order to convince those who have shown interest in the event (through your social channels, website views or abandoned ticket carts) to complete the purchasing process. Subscriber databases and Google Analytics assist with converting Awareness/Consideration phase audiences to ticket buyers.

ADVOCACY campaigns are undertaken to engage arr existing audience (as opposed to selling), in order to incentivise them to invite their family and friends to the festival. This can be achieved through engagement from organic posts, liking and sharing third party content, direct and DM, influencer marketing, ambassadors, sponsor outreach and offers and outreach through alliance marketing channels.

LDYALTY refers to campaigns that re-engage past ticket holders and invite them to book again. As well as up-selling promotions to current ticket holders. Activity could include posting shareable video/image content of previous festival highlights, reflection pieces, shout-outs and reposting

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## Objectives and tactics

| Objective | Strategy \& Tactics |
| :--- | :--- |
| Build brand <br> awareness | - Create logo leveraging Wine Island look and feel <br> - Cuild new website |
|  | - Create dedicated social channels for Rosé Garden brand <br> - Create dedicated event page for Rosé Garden Canberra subscriber database for the Rosé Garden brand <br> - Develop suite of photography <br> - Engage with past attendees of Wine Island and promote testimonials for the producers of past events to build <br> confidence in this new brand <br> - Use Milestone and Wine Island / Black Betty Production brands across channels to build confidence that operators are <br> highly experienced and respected |
| - Gain press coverage about the new event |  |
| - Film content clips during site inspections, business meetings etc to build confidence that the event is being developed |  |
| and is in the hands of experienced operators and grow anticipation before tickets are launched |  |
| - Blogs about food and wine to be posted on website and shared through socials and pushed through a content |  |
| marketing strategy (grant / budget pending) |  |

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| Build new database for specific event brand | - Send eDM to Wine Island database to push subscribers to the Rosé Garden subscriber list <br> - Post on social media and event pages <br> - Create an offer to be the first VIP with a "tag your mates" and WINE" with paid advertising campaign for 4 weeks prior to on-sale <br> - Geo-targeted direct mail to 10 km radius of location <br> - Wine brands and sponsors to talk about the new event and push to subscribe <br> - Ticketing agency to build awareness and subscribers <br> - Leverage like-minded events or events that are pre-or post the Rosé Garden dates in the local area <br> - Find a public space/wall, add a QR code to "win" that goes to subscribe page <br> - Advertising on listing sites including sydney.com, Canberra websites, Tourism data warehouse <br> - Paid digital marketing aimed at building subscribers |
| :---: | :---: |
| Manage attendance due to Covid risks | - Register as a COVIDSafe business <br> - Create a COVIDSafe plan specific to event location <br> - Communicate safety, hygiene and covid-safe practices through all channels <br> - Instill confidence by actively communicating postponement and cancellation clauses through socials, ticketing and PR |
| Build social following | - eDMs to point to socials <br> - Integrate socials on website <br> - Integrate social sharing on ticketing platform <br> - Create a loyalty / competition using ticketing platform <br> - Create a chat bot through messenger (which pushes people to the event page to enable the feature) <br> - Create paid digital ads that push to social channels |

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## Sell-out

 tickets- eDMs sent to segmented database that is existing audience with opportunity to buy first loyalty)
- Ticketing agency pre-sale
- Staggered pricing strategy including pre-sale, early bird, second, third, final release, and walk-up
- Send alliances and sponsors a link and a package of artwork to share with their databases
- Run a competition at the top of the campaign
- Set up paid digital brand ad to new audiences (exclude those who have attended in the past), with CTA to subscribe
- Geo-targeted direct mail to 10 km radius of location with added value offer via QR code
- Digital marketing:
- Install pixel on website
a Search Engine marketing
- Custom audiences targeting food and wine lovers in 100km of location, FB likes of Rosé Garden, like
- Lookalike audiences using Wine Island database and Rosé Garden database
- Remarketing off Rosé Garden website


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## Key Messages and Campaigns.

## Key Messages

- Farewell Floriade in style
- Is a COVIDSafe event
- Postponement and cancellation policies
- Intimate event
- Previously sold out (tickets will be in high demand)


## Promotions

- Subscribe \& WINE Tickets
- QR subscribe campaign "become a VIP"
- Escape from the city (tourism campaign)
- Early Bird - Book now and save
- FOMO - As with Wine Island, the objective is to build Rosé Garden into a brand that produces not-to-be-missed events in unique and interesting locations. These "fomo" campaigns will be sent to general databases and secondary audiences


## Campaigns

## Acquisition/awareness campaigns

We will incorporate a 6 week acquisition from mid May 2021 to 17 June 2021 is an opt-in campaign using a persona marketing approach that considers socio-economics, interests, brand affinity and propensity to travel and attend. The key focus in the awareness phase will be to drive visitors to the website to promote sign-up.

## On-Sale

Is the journey across a 12 week period between June to August 2021. A combination of high-performing attendee personas along with a reactive approach to in-market social audiences to attract attendance from all attending fans.

## Final Release

This final 4 week period is the explosion of native, real-time and live-streamed content to build awareness amongst branded and new-market audiences. A consistent approach to media, PR and social complimented a large and consistent penetration of highly targeted local audience digital campaigns.

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## Asset review.

## Brand development

Create full brand look and feel including logo, colours, fonts illustrated ambassador / character, graphic elements to apply to digital and social campaigns.

## Website

Milestone will build a Rosé Garden branded website, which will feature Rose Garden Canberra on the home page plus several event landing pages including stallholder information, event Q\&A and COVID hygiene / safety information and ticketing landing pages.

## Google Analytics

The insights from analytics allows us to analyse, shape and report on the campaign more effectively. Providing us with "Admin" access to your account ultimately allows us to do a better job and help you track the customer journey to see where potential buyers are bouncing from your website.

We encourage you to work with your ticketing partners to set up conversion "goals" to track where the source and customer joumey of ticket holders until the point of payment and confirmation of purchase.

## Customised landing pages

Customised landing pages promoting specific product, ticket types, sponsors, events etc.

- This allows us to create targeted ads with specific messaging and hyperlinks to pages that match their interests as we have tracked their website behaviour.
- Each landing page should have a unique "Buy Now" button with a hyperlink to the ticketing page for that specific event. "Buy Now" buttons on the homepage and non-specific pages can lead to a ticketing page that includes all Rose Garden events.
- Customised landing pages allows us to track website behaviour via Google Analytics to see what stage in the customer journey visitors may be dropping out from a potential sale.


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## Social Channels

Milestone will create Rosé Garden branded social media channels including Facebook, Instagram, Linkedin (for use where applicable to corporate audiences), YouTube and we will investigate ownership of other channels required for marketing purposes such Pinterest, TikTok and Twitch.

## Content

## Long-Tail search

Include long-tail search terms to ensure the website is easily discoverable and monitor your organic ranking via Google Search Console. Think of the way a human would ask a question using siri, google home or another device. Ensure these long sentences (or strings) are woven throughout your content as it will help your site be found organically through search engines.

SEO

- Add blogs to the website and update regularly, with increased frequency closer to event milestone dates.
- Ensure the website is backlinked on key external websites including Tourism Australia, DNSW, event listing websites, press releases and content marketing.
- Ensure duplicate content is kept to a minimum.
- Use vanity urls throughout the site to increase search engine ranking.


## Image and Video library

## Images, SEO and Visual Search

Before buying, $70 \%+$ of users bounce to Youtube and google for "social proof".

- Adding images and a gallery to your website adds credibility, shows what to expect, and the different types of people that attend
- Ensure every image has been saved with a relevant name - it helps with organic search
- Name images with a hyphen between rather than an underscore
- Include specific meta-tags relevant each event on landing pages and images
- Visual searches can result in your event being found by people searching globally


## Video

We need to ensure visitors stay on our website longer and do not bounce to YouTube or Google by embedding high quality videos throughout your website. Embedding them allows the videos to be hosted on an external platform without affecting your website bandwidth.

## MILESTONE CREATIVE

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## Digital assets

Stories (Facebook, Instagram and Messenger) is the fastest growing social medium of all time. Launched 4 years ago now over 1 billion stories are shown every day. Creative made for vertical formats provides a much larger and clearer view.

- Produce 15 second video content formatted in portrait mode.
- Film and images in portrait mode
- From a paid perspective, if you build your Instagram audience to 10,000 followers allows the brand to access the swipe up functionality on stories, You can't do this on regular Instagram but you can pay for ads and have this feature.


## Google Tag Manager

Customised Google Analytics (GA) \& Google Tag Manager (GTM) account setup allows tracking of Rosé Garden website traffic and conversions (i.e, ticket purchases) and ROI measurement of online and social media marketing campaigns. Custom setup of GA and GTM channels will allow tracking of:

- The demographics, interests and locations of website viewers and ticket purchasers
- The online journey of website visitors to the Rosé Garden website - Direct, Organic Search, Social Media, Email, Referral, etc.
- How website visitors interact with your website and how to optimise the website \& online campaigns in order to increase conversions.

We propose the below customised setup services for the Rosé Garden website entities:

- Complete Google Tag Manager (GTM) setup including installation of Facebook/Instagram tracking pixels, Google Ads tag (Remarketing \& Conversion tags) \& Google Analytics (GA) tag.
- GTM event tag \& trigger setup customised to your website content \& customer journey.
- Conversion goal setup across all owned digital channels allowing tracking of ticket purchasers online journey.
- GA ECommerce integration with your ticketing agency. *please note this is dependent on your ticketing agency allowing the installation of our GTM pixel code on their event ticketing webpages.
- Installation of GTM code on partner websites *please note this is dependent on partner's allowing the installation of our GTM pixel code on their website.


## MILESTONE CREATIVE

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## Set up Business Manager for ads

Setting up a Facebook Business Manager is the most efficient way to manage Rosé Garden Facebook and Instagram account access and page content.

Custom setup of Facebook Business Manager will allow:

- Employee's personal profiles to be separated from the Rosé Garden Facebook and Instagram business pages they manage. Protecting us from privacy concerns or employees accidentally posting content that's meant for a Facebook personal profile to the Rosé Garden Facebook page (or vice versa).
- Content posting to Instagram channels directly from desktop computer devices.
- Effective access management of multiple Facebook \& Instagram pages in one place. Allowing clear levels of admin privileges for each employee or company. This simplifies the process of delegating tasks and overseeing which users are actioning which tasks without risking security.
- Facebook pixel creation and installation with Google Tag Manager. This allows us to collect a database of user profiles who have visited the Rose Garden website and to use this database for potential paid remarketing campaigns.
- Verification of the Rose Garden website domain with Facebook Business Manager allows us to have control of editing privileges over the domain's links and content. eg: When posting a Rose Garden web page link to the Rosé

Garden Facebook page we will have control over which image is displayed in the Facebook post.

- Ad account setup - allowing creation of custom awareness and conversion audience to boost organic Facebook and Instagram content to. While securing billing details are only given access to account owners.


## MILESTONE CREATIVE

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## Key Moments.

| Activity | Nov 2020 | Dec 2020 | Jan 2021 | Feb 2021 | March 2021 | $\begin{aligned} & \text { April } \\ & 2021 \end{aligned}$ | May 2021 | $\begin{aligned} & \text { June } \\ & 2021 \end{aligned}$ | July 2021 | Aug 2021 | Sept 2021 | Oct 2021 | Nov 2021 |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| Ticketing | Build ticketing platform for all events | 7 Dec: <br> Sydney on sale |  |  | 26-28 <br> March: <br> SYD Event |  |  | 17 June: <br> Pre sale <br> 22 June: <br> On sale | 20 July: <br> Second <br> Release | 17 August: <br> Third <br> Release | 14 Sept: <br> Final <br> Release | 9 Oct: <br> EVENT + walk up pricing | Ticketing Data \& sales reporting |
| Marketing | 15 Nov: <br> Build Socials <br> 30 Nov: <br> Asset <br> creation | Testimonial gathering (re producers) | Subscriber acquisition |  | Save the date eDM Listings <br> Testimonials from Sydney event goers | Advocacy from Sydney event | Subscriber acquisition <br> Competition <br> Social media | eDMs <br> Digital advertising <br> Social media | eDMs <br> Ticketing offer <br> Influencer campaign <br> Digital advertising <br> Social media | eDMs <br> Announce <br> sponsors <br> Alliance <br> marketing <br> Digital advertising <br> Social media | eDMs announce Covid plan <br> Last Chance CTA <br> Digital advertising <br> Social media | eDMs <br> Digital advertising <br> Social media | Survey <br> Reflection pieces <br> Social galleries |
| PR |  |  |  |  | 31 Mar: <br> Sydney wrapup and long-lead Canberra (save the date) |  | Local news | What's On listings |  |  | What's happening articles |  | Reflection pieces / announce next event |

## MILESTONE CREATIVE

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## Marketing Channels.

Owned

## Customised eDMs

Whilst eDMs are old-school, we know they work to convert leads and sales because the audience is warm. We will set up an opt-in page to capture additional information about subscribers, such as event location and postcode. Here's just one way of how we personalise the eDM experience, through segmentation:

- Create one eDM and include information for "all recipients"
- Select specific lists by brand and location
- Create a section and customise information in your eDM just for that person.


## MILESTONE CREATIVE

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eDM schedule

| Date | eDM Content |
| :---: | :---: |
| 1 December 2020 | - General brand build: <br> - Announcement and acquisition competition to Wine Island database to join Rose Garden general database. Include testimonials or social proof from WI attendees about producers |
| 31 March 2021 | - Long-lead save the date - push into Canberra database <br> - Run Rosé Garden Sydney testimonials in comms |
| 10 June 2021 | - Reminder to entire database to join Canberra for VIP pre-sale |
| 17 June 2021 | - Pre-Sale to Canberra database <br> - Covid message <br> - FAQ cancellations and postponement |
| 22 June 2021 | - Early Bird on sale to Canberra database <br> - FAQ cancellations and postponement <br> - Announce big vineyards / main event |
| 15 July 2021 | - Early Bird reminder to Canberra database <br> - Announce DJ / live music / entertainment and more vineyards |
| 20 July 2021 | - Second release to Canberra database <br> - What to expect - focus on fun/floriade, audience type, vibe <br> - Things to do in Canberra (shopping, dining, arts) <br> - Your safety - details <br> - FAQ cancellations and postponement |

## MILESTONE CREATIVE

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| 12 August 2021 | - Second release reminder to Canberra database / 8 weeks to go <br> - The best of, hard core fans must see <br> - What to wear (focus on pink and white, fashion and fun) |
| :---: | :---: |
| 17 August 2021 | - Third release to Canberra database <br> - Plan your trip / transport options and accommodation options |
| 2 September 2021 | - Third release reminder to Canberra database |
| 14 September 2021 | - Final release to Canberra database <br> a Get ready (build excitement, final seats) |
| 24 September 2021 | - 2 weeks to go / pre-purchase to save <br> a How to get a-round Canberra (localised information) |
| 5 October 2021 | - Rosé Garden is on this weekend. <br> - Tickets are available to purchase on the day, subject to availability |
| 12 October 2021 | - Post event survey / "Subscribe and wine" <br> - Image gallery / tag yourself <br> - The best of... <br> - More reflections, testimonials <br> - Throwbacks |

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## Social Media

An engagement rate (ER) expresses the amount of people who engage in an account's post after seeing the content, indicating whether your account is receiving good traction. When an ER is at a sufficient level, this will increase audience reach, customer loyalty and conversions, To achieve this, we will:

- Maximise audience touch points through strategic posting timelines
- Create visual interest on the Instagram news feed with branded tiles
- Ensure bio and highlight cover images are updated regularly
- Collaborate with vineyards with particular focus on posting their inclusion and celebrating the wine
- Add CTA to posts copy to encourage audience engagement.
- Utilise Instagram Story features (questions, poll, quiz etc.) to encourage audience engagement.
- FOMO campaign - encouraging a sense of urgency and a not to be missed event.


## More Reach

- Like other pages
- Account Tags (Suppliers, sponsors, alliances)
- Hashtag strategy

Community Engagement

- Variety in content
- Questions and CTA's in posts to promote audience interaction
- Engaging with comments and shares
- Utilising Instagram story features (questions, poll button, quiz)


## Content Marketing

We will create content regularly and share this through owned, earned and paid campaigns. This could include:

- Blogs, Interviews and Story pieces - Boosting this content on a regular basis keeps ads relevant and topical.
- TV and Newsprint articles - We've had success with sponsored ads behind TV news pieces
- Festival Showreel, TVCs, V-Blogs or Artist Videos - these are especially effective as video is king. We've experienced 4 x time the click volume from videos, than static images during the awareness sales phase.

It is vitally important artwork creative is optimised to the file format, size, dimensions and recommended video length according to Facebook's Ad Manager guide -
www.facebook.com/business/ads-guide/
Content amplification (ideas for now and future):

- Blog channel on website
- IGTV
- Contribute content to other platforms
- Repost in Facebook groups


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- Post content and images to Google Business Page
- Pay to amplify content on news channels


## Earned

## PR

Milestone will seek to negotiate a media partnership with Nova and Smooth FM. This will include a contra media negotiation including on-air ticket giveaways and Smooth Angels onsite during the event. We will engage a dedicated PR agency to manage media releases and media invitations including meet and greets where applicable.

Publicity will be managed by Original Spin. Milestone will connect and brief with the team to ensure our plans and approach are consistent and there are no gaps in the strategy.

## PR objectives

- To achieve national reach in major mastheads including SMH, Daily Telegraph, Guardian
- To gain stories in lifestyle publications are engaged eg: Broadsheet, Concrete Playground, Urban List, TimeOut
- To ensure food and wine lovers are engaged eg: Delicious, Gourmet Traveller Wine, Vogue, Elle
- Build awareness in local Canberra
- Build awareness of the event destination


## Alliances

We will seek marketing partnerships with alliances including:

- Local Rosé producers \& vineyards
- Floriade
- Visit Canberra and Events ACT
- Canberra District Wine Industry Association
- Kamberra Wine Company


## Sponsors

We will work directly with sponsors to ensure their benefits are activated and reciprocated.

We will create a sponsorship marketing toolkit that includes images, social media content, hashtags, special offers and customised graphics and video for their marketing purposes.

## Influencers

We will seek out relevant micro-influencers and engage or provide contra throughs tickets in the following categories:

- Food and beverage
- Tourism
- Youth (gen Z)
- Fashion (male and female)
- LGBTQ|+


## Listings

Milestone will seek to have the event listed on a range of free and paid listing sites including (not limited to as there are hundreds on our database):

- Evunt
- Eventful
- sydney.com


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- Hospitality Directory
- What's on Sydney
- Sydney festivals
- Weekend notes
- ATDW


## Paid

## Search Engine Marketing

## Google Search Advertising is focused around keywords

More than $50 \%$ of most website visits start in a search engine like Google. A large percentage of these searchers are high-intention and are searching for a specific type of product or service as a solution to their problems.

We will collate a list of heavily researched keywords that target audiences are most likely to use when searching for the festival, or other relevant items.

Several campaigns will be created based on branded and non-branded keyword categories. These campaigns will have unique ad creative (text) which relates to their keyword category. We will test several ad creative and monitor keyword performance daily to determine the most effective keywords and bids for each campaign.

## Branded keywords

A senies of Google Search ad groups with keywords and creative
designed to target buyers who are directly searching for and interested in attending or learning more about "Rosé Garden". This may include keywords in the following categories: Rosé Garden, Rosé Garden events, artist or event specific keywords, etc. An effective branded keyword campaign should work in conjunction with best practice website SEO (Search Engine Optimisation) to ensure event keywords are consistently ranked higher over competitors.

## Non-branded keywords

A series of Google Search ad groups with keywords and creative designed to target potential buyers who are not directly searching for "Rose Garden" but with keywords that would signify they could be interested in the event.

These may include keywords in the following categories: competitor events, festival events, wine \& food, Floriade, markets, live music, entertainment, travel \& day trippers etc.

## Removing non-relevant words with daily optimisation

We keep an eye out for any non-relevant words that have crept in and add these as negative keywords. For example, the exact term "Rosé" as this keyword is too broad. But phases like "Rosé Garden" should remain.

## Facebook / Instagram

Social media marketing (SMM) provides a direct and measurable way to funnel users through to the event website or ticketing landing pages depending on what stage of the sales funnel they are in.

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Social media advertising includes showing display images, videos, gifs, carousel ads, Facebook event promotions and boosting organic posts. Facebook is an important channel due to its flexibility in being able to serve multiple creative formats. Audiences are created through demographic, interest based and behavioral data collected by Facebook.

## Programmatic Display

Facilitated by Google, Display Advertising allows us to reach people whilst they are browsing their favourite websites, showing a friend a YouTube video, checking their Gmail account or using mobile devices and apps.

To complement the digital strategy across social and search channels, we utilise display advertising to ensure that the festival and its events are kept front-of-mind for potential attendees via an awareness and remarketing campaign across the greater web.

Display advertising utilises new interest based audiences, based on Google data collection of user's behaviour. Like Facebook audiences, we undergo detailed research to ensure we target appropriate affinity and in-market audiences who are potential ticket purchasers,

Google Display also allows a selection of website categories and unique URLs to be targeted and ad creative to be placed.

## YouTube

YouTube is the most popular online video platform in Australia with around 15 million Australian visitors every month (1 in 2 Australians). Facilitated by Google, YouTube allows us to reach people before, during or after they watch video content, as well on affiliated search and profile pages on the platform.

In our experience we have found Skippable in-stream video ads the most effective ad format. We recommend designing a short 15 second TVC in landscape format to best utilise this platform.

Like Google Display, YouTube utilises new interest based audiences, based on Google data collection of user's behaviour. YouTube also allows you to target specific YouTube channels and channels categories to place TVC ads.

Although we have found remarketing campaigns the most successful audience in gaining website traffic, therefore the majority of YouTube budget will be spent on this audience.

## LinkedIn

We will set up Linkedin as a channel to secure the name, although we will only utilise it when there is an appropriate event for corporate attendance. For Rosé Garden Canberra, Linkedln will not be activated.

## Boosting

We will activate a strategy to boost content across social channels using a paid strategy that includes:

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- Testimonials
- Blogs
- Media coverage
- Video


## Remarketing

## Pixels

Remarketing is mostly about serving ads to potential custorners based on cookies. Remarketing works by collecting the information of users and creating databases, which are used later to serve consideration and conversion phased advertisements.

We set up a pixel on our website with a Google Tag Manager code which includes pixels from Facebook Ads Manager, Google Ads and Google Analytics. Each visit creates a data capture, which we use to remarket through Facebook, Instagram, Google Display and YouTube channels serving specific ads to those according to the web pages they have previously viewed on your website.

Once someone buys, by clicking the "buy now" button and going through to the final step of payment, the pixel will create a database of ticket holders ensuring this audience does not receive further ads.

Any remarketing database can be used as a lookalike audience, to

help build new audiences.

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## Role for Channel.

| Phase | Audience | Facebook/ Instagram | Google Search | Google Display | YouTube | eDM | Socials |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| Awareness | Primary \& Secondary audiences (Interest based) | x |  | $\times$ | x | $\times$ | $\times$ |
|  | Lookalike | x |  | x | x |  |  |
|  | Non-branded keywords |  | $\times$ |  | x |  |  |
| Consideration | Website visitors | x | x | $\times$ | $\times$ |  |  |
|  | Subscriber database | x |  |  |  | $\times$ |  |
|  | Social media followers | $x$ |  |  | $\times$ |  | x |
|  | Video viewers | x |  |  | $\times$ |  |  |
|  | Facebook event - "Interested" RSVPs | x |  |  |  |  | $\times$ |
| Conversion | Clicked "Buy Tickets Now" button on website | x | x | x | $x$ |  |  |
|  | Visited the Rose Garden ticketing website | x | x | $\times$ | $\times$ |  |  |

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|  | Abandon cart | x | $\times$ | X | $\times$ |  |  |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
|  | 2021 Facebook event "Going" RSVPs | x |  |  |  |  | X |
|  | Clicked and viewed the landing page of a specific event | x | X | X | X |  |  |
|  | Branded keywords |  | x |  |  |  |  |
| Advocacy | Current 2021 ticket holders | $x$ |  | x | $x$ | x |  |
|  | Social media followers | x |  |  |  |  | x |
|  | Subscriber database | X |  |  |  | $x$ |  |
| Loyalty | Past ticket holders database | $x$ |  |  |  | - |  |
|  | Current 2021 ticket holders | X |  | $x$ | X | x |  |

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## About us.

Milestone is a multi award-winning marketing, digital and creative agency for events, venues, tourism, hospitality, creative industries, sport and the arts.

Our team are highly experienced marketing professionals, with specialists in event strategy, creative, digital marketing, social media, content creation, ticketing and activations.

We have a deep understanding of the strategic role that tourism, events and marketing play in growth, positioning and community engagement for brands and destinations - and we are experts in this field.

Our clients include Destination NSW, Vivid Sydney, Mardi Gras, SailGP, Sydney Royal Easter Show, Merivale, Sydney Masonic Centre, Royal Botanic Garden, Wollombi, Melbourne Convention and Exhibition Centre, Australian National Maritime Museum, Darling Harbour, Melbourne Olympic Park \& Sydney Olympic Park.

We are performance-driven, customer focused and go above and beyond with our clients to lead, connect and deliver results.

## Annual report

Black Betty Productions Pty Ltd ABN 31603135182
For the year ended 30 June 2020

## Contents

3 Compilation Report
4 Directors Declaration

5 Trading Income Statement
7 Balance Sheet

8 Notes to the Financial Statements

## Compilation Report

## Black Betty Productions Pty Ltd

## For the year ended 30 June 2020

Compilation report to Black Betty Productions Pty Ltd

We have compiled the accompanying special purpose financial statements of Black Betty Productions Pty Ltd, which comprise the balance sheet as at 30 June 2020; the income statement, the statement of cash flows, a summary of significant accounting policies and other explanatory notes. The specific purpose for which the special purpose financial statements have been prepared is set out in Note 1.

## The Responsibility of the Directors

The directors of Black Betty Productions Pty Ltd are solely responsible for the information contained in the special purpose financial statements, the reliability, accuracy and completeness of the information and for the determination that the basis of accounting used is appropriate to meet their needs and for the purpose that financial statements were prepared.

## Our Responsibility

On the basis of information provided by the directors we have compiled the accompanying special purpose financial statements in accordance with the basis of accounting as described in Note 1 to the financial statements and APES 315 Compilation of Financial Information.

We have applied our expertise in accounting and financial reporting to compile these financial statements in accordance with the basis of accounting described in Note 1 to the financial statements. We have complied with the relevant ethical requirements of APES 110 Code of Ethics for Professional Accountants.

## Assurance Disclaimer

Since a compilation engagement is not an assurance engagement, we are not required to verify the reliability, accuracy or completeness of the information provided to us by management to compile these financial statements. Accordingly, we do not express an audit opinion or a review conclusion on these financial statements.

The special purpose financial statements were compiled exclusively for the benefit of the directors who are responsible for the reliability, accuracy and completeness of the information used to compile them. We do not accept responsibility for the contents of the special purpose financial statements.

Rod Thompson
BPI Accounting Services
43-53 Bridge Road, Stanmore, NSW 2048

## Directors Declaration

## Black Betty Productions Pty Ltd

For the year ended 30 June 2020
The directors have determined that the company is not a reporting entity and that this special purpose financial report should be prepared in accordance with the accounting policies outlined in Note 1 to the financial statements.

The directors of the company declare that:

1. The financial statements and notes, present fairly the company's financial position as at 30 June 2020 and its performance for the year ended on that date in accordance with the accounting policies described in Note 1 to the financial statements; and
2. In the directors' opinion there are reasonable grounds to believe that the company will be able to pay its debts as and when they become due and payable.

This declaration is made in accordance with a resolution of the Board of Directors.

Director: Kristen Francis $\qquad$

## Trading Income Statement

## Black Betty Productions Pty Ltd

For the year ended 30 June 2020

## Income



Other Income


Total Income
Schedule 2.2(a)(xi)

## Expenses

Schedule 2.2(a)(xi)

The accompanying notes form part of these financial statements. These statements should be read in conjunction with the attached compilation report.


Income Tax Expense
Schedule 2.2(a)(xi)
Net Profit After Tax
Schedule 2.2(a)(xi)
Dividends Paid

| Dividend Paid | Schedule 2.2(a)(Xi) |
| :--- | :--- |
| Total Dividends Paid |  |

## Balance Sheet

## Black Betty Productions Pty Ltd

As at 30 June 2020

Assets


Liabilities


## Net Assets

Schedule 2.2(a)(xi)
Equity


# Notes to the Financial Statements 

## Black Betty Productions Pty Ltd For the year ended 30 June 2020

## 1. Statement of Significant Accounting Policies

The directors have determined that the company is not a reporting entity and accordingly, this financial report is a special purpose report prepared for the sole purpose of distributing a financial report to members and must not be used for any other purpose. The directors have determined that the accounting policies adopted are appropriate to meet the needs of the members.

The financial report has been prepared on an accrual basis and under the historical cost convention, except for certain assets, which, as noted, have been written down to fair value as a result of impairment. Unless otherwise stated, the accounting policies adopted are consistent with those of the prior year.

The accounting policies that have been adopted in the preparation of the statements are as follows:

## Income Tax

The income tax expense for the year comprises current income tax expense. The company does not apply deferred tax, Current income tax expense charged to the profit or loss is the tax payable on taxable income calculated using applicable income tax rates enacted, or substantially enacted, as at 30 June 2019. Current tax liabilities are therefore measured at the amounts expected to be paid to the relevant taxation authority.

## Property, Plant and Equipment

Property, plant and equipment is initially recorded at the cost of acquisition or fair value less, if applicable, any accumulated depreciation and impaiment losses. Plant and equipment that has been contributed at no cost, or for nominal cost, is valued and recognised at the fair value of the asset at the date it is acquired. The plant and equipment is reviewed annually by directors to ensure that the carrying amount is not in excess of the recoverable amount from these assets. The recoverable amount is assessed on the basis of the expected net cash flows that will be received from the utilisation of the assets and the subsequent disposal. The expected net cash flows have been discounted to their present values in estimating recoverable amounts.

Freehold land and buildings are measured at their fair value, based on periodic, but at least triennial, valuations by independent external valuers, less subsequent depreciation for buildings.

Increases in the carrying amount of land and buildings arising on revaluation are credited in equity to a revaluation surplus. Decreases against previous increases of the same asset are charged against fair value reserves in equity. All other decreases are charged to profit or loss.

Any accumulated depreciation at the date of revaluation is offset against the gross carrying amount of the asset and the net amount is restated to the revalued amount of the asset.

## Intangibles

Goodwill is recognised as the excess of the purchase price for a business acquired over the fair value of the net assets at the date of acquisition. Goodwill is assessed for impairment annually and is carried at cost less accumulated impairment losses.

## Trade and Other Receivables

Trade receivables and other receivables, including distributions receivable, are recognised at the nominal transaction value without taking into account the time value of money. If required a provision for doubtful debt has been created.

## Financial Assets

Investments held are originally recognised at cost, which includes transaction costs. They are subsequently measured at fair value which is equivalent to theirmarket bid price at the end of the reporting period. Movements in fair value are recognised
through an equity reserve.

## Trade and Other Payables

Trade and other payables represent the liabilities for goods and services received by the company that remain unpaid at 30 June 2019. Trade payables are recognised at their transaction price. They are subject to normal credit terms and do not bear interest.

## Employee Benefits

Provision is made for the liability for employee entitlements arising from services rendered by employees to 30 June 2019.
Employee benefits have been measured at the amounts expected to be paid when the liability is settled, plus related costs.

## Provisions

Provisions are recognised when the entity has a legal or constructive obligation resulting from past events, for which it is probable that there will be an outflow of economic benefits and that outflow can be reliably measured. Provisions are measured using the best estimate available of the amounts required to settle the obligation at the end of the reporting period.

## Cash and Cash Equivalents

Cash and cash equivalents include cash on hand, deposits held on call with banks, other short-term highly liquid investments with original maturities of three months or less, and bank overdrafts.

## Revenue Recognition

Revenue from the sale of goods is recognised upon the delivery of goods to customers.
Revenue from the rendering of services is recognised upon the delivery of the services to customers.
Reverue from commissions is recognised upon delivery of services to customers.
Revenue from interest is recognised using the effective interest rate method.
Revenue from dividends is recognised when the entity has a right to receive the dividend,
All revenue is stated net of the amount of goods and services tax (GST).

## Goods and Services Tax

Transactions are recognised net of GST, except where the amount of GST incurred is not recoverable from the Australian Taxation Office (ATO).

Receivables and payables are stated inclusive of the amount of GST receivable or payable. The net amount of GST recoverable from, or payable to, the ATO is included with other receivables or payables in the balance sheet.

## Leases

Finance leases are leases of fixed assets where substantially all of the risks and benefits incidental to the ownership of the asset are transferred to the entity, but the legal ownership is not transferred to the entity.

Finance leases are capitalised by recording an asset and a corresponding liability at the lower of the amounts equal to the fair value of the leased asset, or the minimum lease payments measured at present value including any residual values.

Leased assets are depreciated on a straight-line basis over the shorter of their estimated useful lives or the lease term.
Operating lease payments are charged to the income statement on a straight-line basis over the term of the lease.
Lease incentives are deferred and amortised over the period of the lease.
Profits and losses on sale and leaseback transactions are recognised in the reporting period in which they occur.

## Grants

[^0]Grant revenue is recognised in the income statement when the entity receives the grant, when it is probable that the entity will receive the economic benefits of the grant and the amount can be reliably measured.

If the grant has conditions attached which must be satisfied before the entity is eligible to receive the grant, the recognition of the revenue will be deferred until those conditions are satisfied.

Where the entity incurs an obligation to deliver economic value back to the grant contributor, the transaction is considered a reciprocal transaction and the revenue is recognised as a liability in the balance sheet until the required service has been completed, otherwise the income is recognised on receipt.

Black Betty Productions Pty Itd receives non-reciprocal contributions of assets from the government and other parties for a nominal or zero value. These assets are recognised at their fair value on the date of acquisition in the balance sheet, with an equivalent amount of income recognised in the income statement.

Donations and bequests are recognised as revenue when received.

## 2. Cost of Sales



## 3. Cash \& Cash Equivalents



## 4. Trade \& Other Receiavles

## Current

[^1]
## Schedule 2.2(a)(xi)

## 5. Intangibles

Schedule 2.2(a)(xi)

## 6. Trade \& Other Payables



## 7. Shareholder Accounts



## Festival Currency COVID-19 Safety Plan

Wine Island has used the services of Festival Currency for the past 5 years. Rose Garden will also engage with Festival Currency to provide all ticketholders and staff with RFID wristbands. These wristbands are 'tickets' to the event and guests upload cash to them preevent and onsite, so it is a completely cashless event. All wristbands will be provided by FC staff at the entrance to the event.

## Physical and Social Distancing

Maintain 1.5 m separation between people;
Maintain a minimum of 4 square metres ( 4 sqm ) per person.

## Managing Patrons Entering the Venue

FC will work with the event organisers to ensure that the appropriate maximum number of patron signs are displayed at entry points and that patron numbers are monitored. (Devices will need to be live).
Queues are to be avoided as much as practicable. Where queueing is required, provide markings 1.5 m apart to show people where to stand. Markings to be in bright colours or a pattern that stands out.
Procedures put in place to ensure these physical distancing measures are adhered to. (all staff trained to ensure patrons adhere to 1.5 m and identify queue markings to ensure that the venue has appropriate signage urging patrons;

- To not enter the venue if they are unwell
- To practice physical distancing within a group
- Avoid patrons cording together in any one area of the venue.


## Managing interaction between staff and patrons

In order to interact and/or serve patrons, staff may need to move within 1.5 m of each other, In such situations FC staff will avoid direct contact and minimise face to face time in order to reduce the risk of transmission. Following any direct contact with patrons, FC staff will be advised to follow good hygiene practices such as hand washing and cleaning.

## Social Distancing between staff

FC staff will be encouraged to notify and stay home if they are feeling unwell. In addition to practicing good hygiene and cleanliness FC will:

- Consider reviewing shift arrangements to reduce interaction between staff and where necessary create smaller team that can work separately from one another (volunteers).
- Encourage social distancing during break times, FC will stagger break times.
- Encourage staff to maintain social distancing protocols of 1.5 m inside and outside of the workplace where possible.
- Encourage staff to get their annual flu shots.


## Festival Currency COVID-19 Safety Plan

FC will encourage stay to stay vigilant about maintaining social distancing where possible such as before and after allocated shifts, meal breaks, toilet breaks, arriving and leaving the venue.

## Hygiene

Staff and patrons will be encouraged to frequently wash hands their hands with soap and water for at least 20 seconds, or use an alcohol-based hand rub.
Alcohol based hand sanitiser will be provided by the event for staff and patrons at our Top Up stations.
Vendors will be encouraged to provide their own hand sanitiser for patrons and advised by FC staff on the best way to regularly clean our devices to promote good hygiene and prevent damage of our devices.

Self Service: FC staff members on hand to regularly clean devices.

FC will work with the event organisers to ensure that queues are minimised and managed where possible with a dedicated entry and exit point to help minimise congestion and maintain social distancing requirements.

FC staff to ensure regular cleaning of common contact surfaces occurs during the event. This will include our devices, table/bench tops, cash boxes and door handles. Where appropriate alcohol wipes, antibacterial wipes and or disinfectant surface sprays will be used.

Our digital currency system promotes cashless transactions at the event. The only possible handling of cash will be at the Top Up stations where patrons can load their wristbands with digital currency using our customised devices to complete the transaction. FC staff will be encouraged to practice good hand hygiene following the handling of any cash. FC will also work with the event organisers to promote cashless payments where possible through our pre-paid currency purchases prior to the event and the use of contactless card payments at our top up stations.

Based on good hand hygiene, cleaning and social distancing practices, current advice is that there is currently no need to wear gloves or masks. Provisions for such personal protective equipment will be reasonably made should staff request it during the event.

## Training and Education

FC will regularly communicate with staff any restrictions, policies, guidelines and procedures as per the relevant State Health Authority. This will occur via verbal briefings or notifications via email or sms.

## Response Planning

## Festival Currency COVID-19 Safety Plan

## Maintain attendance records

FC will maintain a register of staff attendances and shifts worked. Staff will be required to sign on and sign off following the start and conclusion of their nominated shifts.
Attendance registers will at a minimum keep a record of the name, contact phone and email of the staff member.

Responding to a COVID-19 incident

Any staff member that has reported a positive case of COVID-19 will be instructed to follow NSW Health guidelines and quarantine requirements. Any staff being tested for COVID-19 will be instructed to work from or stay at home.

If staff members or patrons exhibit possible symptoms and signs of illness the following will be considered:

- Keep that person away from others. If that person exhibits difficulty breathing contact 000 for urgent medical assistance and notify the medical personnel and event organisers.
- Seek advice and assess the risk. If reasonable concerns to suspect the person may have COVID-19, express concerns to that person and seek additional health advice.
- Transport. Ensure that the person has safe transport home, to a location that they can isolate or to a medical facility if required.
- Clean and disinfect. Following public health guidelines about closing off affected areas and prevent future access until they have been cleaned and disinfected. Open doors and windows where possible to increase external air flow.
- Assisting public health authorities identify close contacts and contact tracing. Provide attendance records and movements throughout the venue and any information that may assist with contact tracing to authorised public health officials as requested.


## Physical and Social Distancing Checklist - (see attached checklist)

Physical Distancing

- Have you calculated the total area of the public areas and determined the maximum number of patrons permitted?
- Is the furniture arranged to maintain 1.5 metre physical distance between each person?
- Are there physical distancing markers on the floor in areas where customers queue?


## Social Distancing

- Consider how you will manage staff in enclosed areas, are there any issues regarding staff numbers in staff areas?
- Identify all situations, tasks and processes where staff and others interact closely with each other and modify where possible


## Festival Currency COVID-19 Safety Plan

- Put in place measures to communicate and remind staff of the need to practice physical distancing
- Review shift arrangements to reduce interaction between staff
- Ensure social distancing is maintained during break times


## Hygiene

Good hygiene

- Are adequate hand washing and hand sanitising stations provided? Check hand washing facilities are in good working order and adequately stocked (soap, hot water, paper towel, hand sanitiser)
- Has signage about hand hygiene been provided?
a Are processes in place to regularly monitor and review hygiene stations/measures?


## Cleaning and Sanitation

o Has the cleaning frequency in any areas accessed by the public been determined?

- Ensure thorough and regular cleaning of common surfaces, 'high touch' items and shared amenities e.g. handles, tables, chairs and toilets.
- Have communal items been removed where possible?
- Ensure we have the appropriate cleaning products and equipment to perform cleaning and disinfection (detergent, disinfectant, food grade sanitiser, PPE where appropriate)
- All contact surfaces that encounter food must be effectively cleaned and sanitised
- Instruct staff to clean personal property

Training and Education

- Consider what guidelines and resources should be provided to staff
- Where appropriate, support staff to complete training

Response planning

Monitor symptoms

- Put up signs about the symptoms of COVID-19 in the venue
- Direct staff to stay home if they are sick
- Instruct staff to disclose if they have been in close contact with a person who has or is being tested for COVID-19

Contract tracing

- Maintain booking records of patrons for the purposes of contact tracing.
- Maintain a record of staff working on the premises.

[^2]
## Festival Currency COVID-19 Safety Plan

- Have written instruction for staff responding to a COVID-19 related incident


## Main Close Contact Areas of Operation

## Event Bump In

Site set up
Unloading and moving equipment
Event briefings and trainings

Control measures: maintain social distance

## Ticketing Entry Points

Scanning paper printed/mobile tickets
Scanning wristbands
Putting on Wristbands
Customer enquiries

Control measures: Staff to use gloves. Maintain social distance. Customer to put on their own wristbands.

```
Vendor
Training
Issuing Devices - Use gloves to issue, wipe down devices with alcohol wipes when returned Device management (technical support and battery changes)
Control measures:
Top Up Booth
Transactions - cash
Transactions - cashless
General customer service and product support
Control measures: Maintain social distance. Staff to wear gloves.
Self Service
Cleaning
Customer support
Control measures: Signage encouraging good hand hygiene. Regular wiping down of devices with appropriate cleaner. Eg Spray bottle with detergent. Spray onto
```


## Device Management

```
Customer training and support
```


## Festival Currency COVID-19 Safety Plan

## Battery changes

Replace damaged devices

Control measures: Wipe down devices using alcohol wipes when returned,

## Event Bump Out

Collecting devices and syncing
Packing up and loading equipment
Team debrief

Control measures: Maintain social distance.

Australian Government
National Capital Authority

## To Whom It May Concern

We've had the pleasure of discussing the possibility of a series of Food and Wine events for Canberra with Wine Island Festival founder and director, Kristen Francis, that would occur at various locations within the NCA Estate, including The Rose Gardens. Ms Francis is an experienced event producer, delivering a high-end event each year in Sydney that sells out annually. The possibility of Canberra hosting a similar event is very interesting to the NCA. Over the past year, Kristen has been in discussions with local wine producers (both Canberra and Murrumbateman) and other purveyors as well as hiring a local events team to ensure local businesses and local employment are supported.

Ms Francis has assembled and presented the series events in a professional manner and the NCA look forward to working with her and her team to bring her Food and Wine events to Canberra in 2021.

Regards
Schedule 2,2(a)(i)

Suzanne Hannema
Director, National Capital Activations \& Events
18 October 2020

## Rosé Garden <br> Project Plan

| Activity | $\begin{aligned} & \text { Nov } \\ & 2020 \end{aligned}$ | $\begin{aligned} & \text { Dec } \\ & 2020 \end{aligned}$ | $\begin{aligned} & \text { Jan } \\ & 2021 \end{aligned}$ | $\begin{aligned} & \text { Feb } \\ & 2021 \end{aligned}$ | March 2021 | $\begin{aligned} & \text { April } \\ & 2021 \end{aligned}$ | May $2021$ | $\begin{aligned} & \text { June } \\ & 2021 \end{aligned}$ | $\begin{aligned} & \text { July } \\ & 2021 \end{aligned}$ | Aug $2021$ | Sept 2021 | $\begin{aligned} & \text { Oct } \\ & 2021 \end{aligned}$ | Nov <br> 2021 |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| Ticketing | Build ticketing platform for all events | 7 Dec: <br> Sydney on sale |  |  | 26-28 March: <br> SYD Event |  |  | 17 June: Pre sale <br> 22 June: <br> On sale | 20 July: Second Release | 17 August: <br> Third <br> Release | 14 Sept: Final Release | 9 Oct: EVENT + walk up pricing | Ticketing Data \& sales reporting |
| Marketing | 15 Nov: Build Socials 30 Nov: Asset creation | Testimonial gathering (re producers) | Subscriber acquisition |  | Save the date eDM <br> Listings <br> Testimonials from Sydney event goers | Advocacy from Sydney event | Subscriber acquisition <br> Competition <br> Social <br> media | eDMs <br> Digital advertising <br> Social media | eDMs <br> Ticketing offer <br> Influencer campaign <br> Digital advertising <br> Social media | eDMs Announce sponsors <br> Alliance marketing <br> Digital advertising <br> Social media | eDMs announce Covid plan <br> Last Chance CTA <br> Digital advertising <br> Social media | eDMs <br> Digital advertising <br> Social media | Survey <br> Reflection pieces <br> Social galleries |
| PR |  |  |  |  | 31 Mar: Sydney wrapup and long-lead Canberra (save the date) |  | Local news | What's On listings |  |  | What's happening articles |  | Reflection pieces / announce next event |

## Rose Garden - reporting hierarchy



## EVENT SUMMARY

Slip into something pink and white and come smell the rosés at the Rosé Garden party on Saturday 9 October 2021 in the Senate Rose Garden, Old Parliament House, Canberra.

Celebrating the final weekend of Floriade, garden-dwellers will be immersed in a sea of roses as they sip on an impressive line up of rosés, frosés and prosés from Australia and abroad, along with local beer \& cider, cocktails and pink gin, to name a few tasty drops.

Also on the menu is a selection of premium food from local Canberra restaurants including cheese platters, freshly shucked oysters, picnic hampers, burgers, etc to match the premium wine on offer.

The ultimate garden party is made complete with lawn games and masterclasses including wine education, Paint \& Sip, Pottery \& Plonk, Flower Crowns along with a soundtrack to match.

Tickets start from just \$69, including entry, 3 tastings, a Rosé Garden tumbler to take home. Guests can upgrade to the exclusive VIP Garden Club, or relax and recline in a private Rosé Garden Bed, complete with host, limited to six groups of 10 guests.

The seed has been planted... grab your buds and come join us we celebrate spring, roses and rosé.


## VENUE: Senate Rose Garden, OPH - Canberra

DATES \& TIMES: SATURDAY 9 OCTOBER - 10.00am - 2.00pm and 3.00pm - 7.00pm

CAPACITY: $\quad 2,500$ pax per session $=5,000$ pax

## TICKETING:

\$69-General Admission (GA) tickets - includes entrance, Rosé Garden tumbler and 3x 30ml wine tastings
\$189 - VIP Garden Club - includes VIP fastrack entrance, access to VIP Garden Club including premium Rosé Bar, Rosé Garden tumbler, a 150 ml glass of rosé sparkling, $5 \times 30 \mathrm{ml}$ wine tastings, and a food hamper.
$\$ 229$ - Private Garden Beds for up to 10 pax per area - includes entrance, Rosé Garden tumbler, access to VIP Garden Club \& bar, your own private area which features hosts, premium cheese/charcuterie and seafood offering, one premium hamper per person, two bottles of rosé sparkling premium and one bottle of premium rose per garden bed.

## BARS / ACTIVATIONS

These will be a mix of the Promoter's rosé bars along with minimal sponsored activations \& wineries. An example below, to name a few:

- Australian rosés
- Canberra regional bar
- Euro Rose Bar - Spanish, Italian
- French Riviera activation - rosés
- Natural rosés
- Bubbles Bar featuring sparkling rosés, moscatos and other
- Frosé / Brosé / Prosé
- Cocktails
- Capital Brewing Beer
- Canberra Cider
- Canberra Gin
- Other activations


## MASTERCLASSES

- Wine Selectors wine education with a focus on Canberra region rosés
- Paint \& Sip (Canberra based artists)
- Pottery \& Plonk (Canberra based artists)
- Flower crown (Canberra based florist)


## FOOD

6 Canberra food stalls onsite for 2500 pax per session include:

- Oyster bar
- Cheese bar
- Burger bar
- Seafood bar including prawn and crab rolls, calamari, french fries etc
- One other hot food option
- Hamper collection (pre-ordered online or bought onsite) - these are also available for VIP and VIP Garden Bed guests as part of their ticket)


## DEMOGRAPHIC / MARKETING

## TARGET AUDIENCE

Demographics are as follows. This is a guide to whom we will target:

- 70\% Female / 30\% Male

A-B Socio Economic - \$80,000+
Customers within this demographic represent a professional demographic
Locals - we will target Canberra locals within a 50 km radius
Tourists - Drives market (leisure traveller)
Geographic Targeting - 10km: targeted direct mail campaigns / 50km locals / 100km day trippers / 280km overnight / multi day stay travllers

NSW residents - specific focus on Sydney and surrounds and Wine Island database/social media

- Primary Target - 30 Year old Female / outdoors / adventure lovers / food and wine lovers / experience lovers
- Partnerships will be sought with Smoothfm/NOVA for competitions and giveaways
- Push through lifestyle channels including Urban List, Broadsheet, Time Out, Concrete Playground and local Canberra media
- Build a social following with strong imagery and experience videos, pushed through organic and paid Facebook and Instanram ramnainns
LOOK AND FEEL


## Theming

Using the natural elements and surroundings already present on-site, we will add a play on the garden and rose theme including:

- Rose archway entrances
- Pink and white lanterns
- Garden gnomes
- Rose themed bars
- Pink and white blankets
- Pink and white umbrellas


## Entertainment

DJ - upbeat-garden-vibe with a lot of room to dance!

## Masterclasses

Complimentary educational wine tasting classes, Paint \& Sip along with Pottery and Plonk masterclasses will be available.

## Garden Games

To add to the relaxed and fun nature of the event, we will supply a range of games for guests to enjoy.

## Venue Dress

Patrons are encouraged to dress in pink and white for the event. This will bring the site to life and be a highly instagrammable event with fantastic marketing assets going into Year 2.

## SENATE ROSE GARDEN OPH CANBERPA



## EVENT PROMOTER

## Black Betty Productions Pty Ltd

Black Betty are the producers of Wine Island. Now in its 6 th year, the event takes place over three days on Sydney Harbour to 5000 PAX. Wine Island won best new event in its Inaugural year from Concrete Playground and Best Festival in 2016 by The Plus Ones and The Socialites. Kristen Francis, the founder and director, has 14 years experience producing food and wine events including major music festivals including Legs 11 music festival in The Domain.

Contact: kristen@wineisland.com.au / 0425223792

## WE LOOK FORWARD TO SEEING YOU FOR A DROP IN THF GARDEN IN OCTOBER 2021!

## 0

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## ROSE GARDEN COVID-19 SAFE POLICY

As an organization we recognise that the COVID-19 pandemic requires a uniquely focused approach to WHS as it applies to business', workers and others in the workplace. In response our key operating practices have been outlined below that will be implemented at event to help ensure the safety of our guests and exhibitors/staff/crew at all times.

## Outdoor venue

- Rosé Garden will be hosted at Senate Rose Gardens, OPH, Canberra which is an outdoor event site.


## Crowd control plan including COVID distancing, hygiene and safety

- Our security firm will deliver a comprehensive Crowd control plan as part of their Security Management Plan, specifically for this site and event. This will include management of ingress and egress plans to ensure the smooth, fast and safe movement of patrons across the site as well as COVID safe distancing and behaviour plan.


## Physical Distancing

- The Senate Rose Garden usable land is approximately $10,000 \mathrm{~m} 2$ which allows for a minimum 4 sqm for each person. Staff will also monitor adherence to square metreage distancing for the duration of the event.


## Contactless ticketing \& payment

- Please refer to the Festival Currency COVID Safe plan. Rosé Garden's RFID Festival Currency wristbands enable physical distancing by reducing touchpoints as well as providing a contact tracing system. Festival currency can be purchased at the event from self-service machines or by Festival Currency event staff. This ensures all transactions are contactless. Rosé Garden staff and exhibitors are also provided with Festival Currency wristbands.


## Crowd Management

- All queues will be managed by Security and COVID Safe Marshalls at entrance/exit, bars, stalls, toilets and generally keeping an eye on crowd behaviour and distance
- All masterclasses will be seated theatre style, allowing for 1.5 m spacing between groups attending classes
- Wider aisles will be provided and signage with 1.5 m distance placed in front of all exhibitor, bars with ingress and egress separated from these areas
- Regular PA announcements will remind guests of social distancing, hygiene and safety


## COVID Safe Marshalls

- Will be present at the event to monitor and manage crowd behaviour with relation to physical distancing and good operating practices. They will work alongside Security to enforce crowd management and distancing plans.


## Food and beverage

- Food will be available onsite and packaged in individual hampers and/or boxes
- Each patron supplied with their own Rose Garden wine tumbler to use throughout the day and take home with them
- Stallholders/bar operators do not touch patrons' glasses. The ticketholder will place the glass on the bar for the staff to pour without touching the ticketholders glass.


## Exhibitors, Suppliers, Contractors, Staff \& Crew

- All staff and crew will undergo COVID customer service training prior to the event
- All exhibitors and suppliers will be sent COVID rules one week before bumpin. They will be required to sign a declaration that they have read, understood and will comply with all plans.
- Exhibitors and suppliers must send Rosé Garden a full list of stall contractors and staff prior to attending which can be lodged with the Department of Health if required/requested
- All will be given a Festival Currency RFID card when entering
- A Rose Garden staff member to be situated at the exhibitor loading entry to hand out Festival Currency RFID card and scan on entrance so that all individuals are registered
- All exhibitors to be managed through one entry point
- They will always observe physical distancing
- Any staff who are feeling unwell will not come into work
- We will allow 2 staff per $3 \mathrm{~m} \times 3 \mathrm{~m}$ marquee for exhibitors, bar staff and BOH
- Food operators will wear gloves and masks at all times when handling food and beverages


## Sanitiser \& hygiene

- Sanitiser will be readily available at event at all major touchpoints including event entry/exit, bars, tables, toilets, masterclasses and activations.
- Sanitiser on all tables placed around site
- We will enforce the wearing of masks depending on current restrictions
- Extra staff will be employed to clean the site including greater detail to high traffic touchpoints including toilets, bars and table surfaces


## Registration and ticketing

- Rose Garden uses the service of Festival Currency.
- Festival Currency provide RFID wristbands to all stallholders and ticketholders. The wristbands RFID allow ticketholders to load up money onto their wristbands prior to the event and onsite via ATM machines so they can spend without touch. Stallholders simply scan their wristbands with every purchase or tasting. These wristbands register every attendee including staff and exhibitors.
- Staff sign in and out daily via Festival Currency RFID system.


## WHAT WE REQUIRE FROM OUR GUESTS:

## Do not attend if you're feeling unwell, have been in close contact with a COVID case, or have recently visited overseas or a hotspot. Get in touch at hello@rosegarden.com.au and we'll arrange a refund.

When queueing please ensure that you adhere to social distancing rules by keeping 1.5 m from other guests at all times.

Due to Government restrictions, dancing is not currently allowed. Please adhere to the rules and as soon as things change, we will happily accommodate and open the dancefloor.

ALL guests must register and activate their wristbands prior to arrival at the event. A link will be sent to the Ticket Purchaser approx. two weeks prior to the event. Be prepared to provide your contact details for contact tracing purposes. You'll need to do this to gain access to your wristband which will be handed out at the event gate upon arrival.

Please wash your hands and use sanitiser regularly. We have numerous sanitiser stations placed around the site.

Always observe physical distancing. Minimise physical contact such as hugging, shaking hands and kissing.

At the end of the event when leaving, please take your time to ensure social distancing rules are still adhered to.

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EVENT BUDGET BREAK EVEN SUMMARY BELOW (ex gst)


## Organisation Details

## Applicant

Applicant Contact
Contact Position
Contact Mobile Phone Number

Contact Primary Address

Applicant Email
Applicant Website

## Applicant ABN

BLACK BETTY PRODUCTIONS PTY LTD
Ms KRISTEN FRANCIS
KRISTEN FRANCIS

Schedule 2.2(a)(ii)

## Schedule 2.2(a)(ii)

KRISTEN@WINEISLAND.COM.AU
http://WWW.WINEISLAND.COM.AU
31603135182

| Information from the Australian Business Register |  |
| :--- | :--- |
| ABN | 31603135182 |
| Entity name | Black Betty Productions <br> Pty Ltd |
| ABN status | Active |
| Entity type | Australian Private <br> Company |
| Goods \& Services Tax (GST) | Yes |
| DGR Endorsed | No |
| ATO Charity Type | Not endorsed More <br> information |
| ACNC Registration | No |
| Tax Concessions | No tax concessions |
| Main business location | 2048 NSW |
| Information retrieved at 3:41am today |  |

## Particulars of Administering Organisation (Only for applicants who are involved in an administering arrangement)

Applications involved in an administering arrangement must provide evidence with the application of a written agreement between the applicant and the administering body, which clearly shows each party's responsibilities.
Are you entering into a
O Yes
auspice arrangement?

- No


## Funding Request

* indicates a required field


## Tier 1 Funding

Please ensure you have read the ACT Event Fund 2021 Guide for Applicants - Main Round to assist you in determining the appropriate funding tier for your event or festival.

```
Are you applying for Tier
1 Funding? *
```

O Yes

- No

Funding request of up to $\$ 15,000$

## Tier 2 Funding

Please ensure you have read the ACT Event Fund 2021 Guide for Applicants - Main Round to assist you in determining the appropriate funding tier for your event or festival.

Are you applying for Tier 2 Funding?

## Funding Request

## Amount Requested *

Funding Use/s: *

- Yes

O No
Funding request of between $\$ 15,001$ and $\$ 30,000$.

What is the funding specifically to be used for? *

## 1. MARKETING \& PROMOTION

Public Relations
PR Agency, Original Spin, engaged to promote the event via the media including editorials in print, online, radio and TV, also includes influencer engagement and media invitations to the event - the reach will include Canberra media, Sydney, South Coast etc.
Asset development
Event Marketing Agency engaged to create pre-event online content including photography and videography of Canberra site and concept,

## Event Marketing

also includes Social Media Manager to create strategy and content plan and deliver across all socials including Community Management, EDM creation and deliverables to database including Wine Island Sydney (13,500 pax) and Ticketing

## 2. STRATEGIC PLANNING

The Milestone Creative team will be engaged to develop the branding, creative, content and messaging for this new event. As a new brand, these elements are vitally important to engage the existing Wine Island audience and attract new local, intrastate and interstate audiences (covid restrictions pending); ensuring the brand and the event attracts the right demographic and achieves maximum attendance.
We will engage the services of an experienced event development manager to oversee the development and implementation of the overarching event strategy for this new event brand. Kuseah Lawton has 10 years experience in delivering large scale outdoor events including CMC Music festival, Elton John outdoor shows and Laneway festival.

## 3. TEMPORARY INFRASTRUCTURE (SAFETY OF THE EVENT)

Covid safety and hygiene plan
Hire of additional resources to manage covid planning including Covid Marshals, additional cleaners and marshals for bathrooms and hand sanitising stations at entry and each stall and bar
Clearly outline specific activities/initiatives that align broadly with the selections above. (Limit response to 100 words)

## Event Details

[^3]Rosé Garden

## Venue, Site or Location *

Event/Festival Start Date *

## Event/Festival End Date

* 

Please provide a short description of your event or festival and define your target audience *

OPH SENATE ROSE GARDENS
09/10/2021

09/10/2021

## Rosé Garden - Canberra

Slip into something pink and white and come smell the rosés at the Rosé Garden party on Saturday 9 October 2021 in the Senate Rose Garden, Old Parliament House, Canberra.

Celebrating the final weekend of Floriade, garden-dwellers will be immersed in a sea of roses as they sip on an impressive line up of rosés, frosés and prosés from Australia and abroad, plus local beer and cider, cocktails and pink gin, to name a few tasty drops.

Adding to the menu will be a selection of premium food from local Canberra restaurants and providores featuring freshly shucked oysters, picnic hampers, burgers and cheese platters.

The ultimate garden party is made complete with lawn games and masterclasses including wine education, Paint \& Sip, Pottery \& Plonk, Flower Crowns, along with a soundtrack to match.

Tickets start from just \$69, including entry, 3 tastings, a Rosé Garden tumbler to take home. Guests can upgrade to the exclusive VIP Garden Club, or relax and recline in a private Rosé Garden Bed, complete with host, limited to six groups of 10 guests.
The seed has been planted... grab your buds and come join us as we celebrate spring, roses and rosé at this stunning Canberra garden event.

## TARGET AUDIENCE

Demographics are as follows. This is a guide to whom we will target in our marketing \& promotional campaign.

70\% Female / 30\% Male
A-B Socio Economic - $\$ 80,000+$
Customers within this demographic represent a professional demographic

Locals - we will target Canberra locals within a 50 km radius
Tourists - Drives market (leisure traveller)
Geographic Targeting - 10km: targeted direct mail campaigns / 50 km : locals / 100 km : day trippers / 280km: overnight/multi day stay travellers

NSW residents - specific focus on Sydney and surrounds and Wine Island database/social media

* Primary target - 30 year old female / outdoors / adventure lover / food \& wine lovers / experience seekers (Limit response to 200 words).

Provide a brief overview on the history of your event or festival. *

Black Betty Productions produces the Wine Island festival in Sydney (now in its 6th year). Wine Island is a well established brand with a strong following and sells out year on year. It is a must-attend annual Sydney event.
Its database of subscribers and ticket holders and social media followers are engaged, invested and loyal fans who return year on year to experience the Sydney event.
Rosé Garden will be the first new brand extension of the Wine Island brand - using a similar look and feel; but a twist on theme using the rose garden instead of an island. This new festival will be curated into an annual series of Rosé Garden events, commencing with the inaugural Rosé Garden Sydney slated for late March 2021 in the Rose Garden, Centennial Parklands. The Canberra event will be held in October coinciding with the last weekend of Floriade which we hope to attract a younger demographic to Floriade as well as Rosé Garden Canberra.
(Limit response to 200 words).

## Event/Festival Benefits

* indicates a required field


## Your Pitch - tell the panel about your event or festival story!

PLEASE NOTE: Before answering the following question please refer back to the aims and objectives of the Main Round as outlined in the guidelines to assist you with your response. It is critical that your response addresses the event/festival's past and future capacity to:

* Attract interstate and/or international visitors (if relevant) to your event/festival.
* Engage with the community and encourage local participation. Provide specific examples - detailing all areas of the community who are involved and in what capacity.
* Be planned, adapted and delivered with consideration to COVID-19 public health directions and potential ongoing restrictions.
* Enhance city/community vibrancy, community pride and social enrichment. Provide specific examples.
* Add value to the broader Canberra events calendar. Provide a clear rationale for the timing of the event/festival including addressing calendar gaps and complementing other events if relevant.
* Enable members of the local business and tourism sector to leverage off your event/ festival. Outline the the event's economic value and ability to grow that value where appropriate.


## Response *

Hello Panel,
Rosé Garden Canberra is the first new brand extension of the already well-established and hugely popular Wine Island festival in Sydney.
We love to play on words and concepts and this idea is true to form with the garden location and concept fitting perfectly with the Rosé Garden concept and experience. The event which we hope to hold annually in Canberra - will coincide with the already popular Floriade however we intend to market and bring a new and younger audience to Canberra for both events.
The Rosé Garden series will launch in Sydney on Sat27 March 2021 at the Rose Garden, Centennial Parklands, followed by Canberra on Sat 9 October 2021. The event will be marketed to the Rosé Garden Sydney database as well as the Canberra region and outskirts, including the South Coast.
There will be considerable economic value to the region not only in visitation but also in employment of local crew, event staff, hospitality staff, stallholders, artists, etc. as we will be employing local production and site management team and crew along with suppliers. Black Betty will be engaging local production and site crew, Damsel \& Sprout, to not only manage the event and source local event suppliers including marquee hire, event furniture hire, florists, toilets, site crew, etc, but also curate the food with local food suppliers. Black Betty Productions will also engage with the Canberra wine region and showcase Canberra rosés in a dedicated activation space alongside local beer, cider and distilleries. We will also be engaging local artists and potters to host activations onsite ie Paint and Sip and Pottery and Plonk classes, and local florist for Flower Crown masterclasses and shopfront.
Rosé Garden will highlight the city, the venue and its stunning gardens, food and wine region, artists, distilleries etc which will bring about a sense or pride for the local community - this will be promoted by a 60 sec marketing video that we will use to market the event along with at-event social media engagement. We envisage the event to be very popular with social media engagement due to the beautifully themed set up at the venue and the pink and white clothed guests.
We will focus heavily on promoting to our established Sydney database and new audiences within $150+\mathrm{km}$ radius including the \#holidayathome message promoting domestic travel which will still be relevant in 2021.

We invite cross promotional opportunities with Floriade and other events in the Canberra calendar to attract new audiences and a younger demographic to Floriade. We will work closely with local businesses, other event owners, NCA and Events ACT to promote the destination, accommodation, retail and cultural activities in the area, to attract intrastate audiences to the destination, focusing on event extension and overnight stay. We will ensure the event is listed on all major tourism channels including visitnsw.com.au, sydney.com and we will seek to be promoted through a partnership with Tourism Australia, we will also work with the Visitor Centre to promote the event to visitors in the lead-up to the event.
This event will be blooming colourful and an instagrammers delight which will create a strong social response and allow for solid marketing assets for year 2 and beyond.
COVID 19 Safe Plan
Rose Garden is under the ownership and management of Black Betty Productions, which is a well-established, professional event management company. The owner of Black Betty Productions Pty Ltd has an extensive background in safely producing and managing major outdoor events including music, food and corporate events. This event will be managed with the same approach as we do to every event - using our 3-step approach to risk and safety:
engage, communicate, act.
The team will:
Engage the best risk, safety and production teams to advise and develop plans including risk management, site plans, event plans, traffic and crowd management, alcohol management plans and Covid-safety plan
Communicate all covid measures to management, staff and guests to ensure anyone coming on site understands the measures being taken to manage the hygiene and safety of the entire site

The team will have a communications hierarchy to ensure we act responsibly in the lead up to the event and on event days. This includes instructing and educating freelancers and suppliers in advance and on the day and having strategies in place to manage, mitigate and remove risk.

Please refer to the list of actionable strategies outlined later in this document for specific Covid-safe measures that will be implemented for this event. This will be provided as a complete covid-safe plan that will be updated according to the current Public Health Orders for ACT closer to the time of the event.
Must be at least 500 words
If your event or festival has previously received funding through the ACT Event Fund, please provide strong evidence on the need for ongoing government support and how this support will continue to enhance and grow the event or festival offering.

## Event Attendance and Visitation

* indicates a required field


## Event Attendance (Historical Data)

Participants, spectators and officials can be involved multiple times within the same event.
As part of your application, please provide an estimate of unique persons that participate at the event.
In the Historical Data section, please provide attendance and visitor data from the most recent staging of your event or festival. If your event has not been held previously in the ACT , please provide data from a similar event that you have delivered. Please list the event name and year held in the space provided below.
Refer to the ACT Event Fund - Handy Hints document to assist you in defining the information required.

Event Name and Year
Held (Historical data)
Wine Island Sydney - 2015 -current - 4,200 pax

Event Attendance (Historical Data) - Unique persons

Type Participants | Spectators |
| :--- |
| Audience |$\quad$ Officials/Volunteers

| Local | 45 | 3900 | 10 |
| :--- | :--- | :--- | :--- |
| Interstate | 20 | 300 |  |
| International |  |  |  |

## Visitor Type and Average Length of Stay (Historical Data)

| Type <br> Number of Day Trip <br> Visitors |  | Number of <br> Overnight Visitors | Number of Nights <br> in the ACT (by <br> overnight visitors) |
| :--- | :--- | :--- | :--- |
| Interstate | 3900 | 300 |  |
| International |  |  |  |

Please provide a brief rationale or verification for the data provided above. * Whilst I don't have statistcs for Canberra as this would be a first time event, the above is derived from Wine Island Sydney where we had approximately 300 interstate and regional guests attend in 2018 (up 4\% from 2017).

## Event Attendance (Projected Data) - Unique persons

Please provide projected attendance data for your 2021 event.
Refer to the ACT Event Fund - Handy Hints document to assist you in defining the information required.

| Type |  | Participants | Spectators/ <br> Audience |
| :--- | :--- | :--- | :--- |
| Local | 30 | 5000 | Officials/Volunteers |
| Interstate | 12 | 500 | 10 |
| International |  |  |  |

## Visitor Type and Average Length of Stay (Projected Data)

Please provide projected visitor data for your 2021 event. (Or most recent event). Refer to the ACT Event Fund - Handy Hints document to assist you in defining the information required.

| Type <br> Number of Day Trip <br> Visitors |  | Number of <br> Overnight Visitors | Number of Nights <br> in the ACT (by <br> overnight visitors) |
| :--- | :--- | :--- | :--- |
| Interstate | 500 | 500 | 2 |
| International |  |  |  |

Please provide a brief rationale or verification for the data provided above. * Based on $7 \%$ of Wine Island audience coming from interstate/regional areas, we envisage the percentage of attendees to be $10 \%$ non-local due to our Sydney centric database and social media engagement through Wine Island Sydney (database 13,500), along with the Rosé Garden Sydney specific marketing strategy and promotions to drive visitors $150 \mathrm{kms}+$ radius prompting overnight stay.
Our Sydney audiences are likely to travel to Canberra and spend the weekend especially if we promote other reasons to travel down the Hume such as showcase local wineries, restaurants, art galleries etc. We anticipate they will travel on Friday, attend one of the two 4 hour events on Saturday, stay Saturday night and visit and explore the Canberra region on Sunday before returning home on Sunday night.

# Financial Stability and Sustainability 

\author{

* indicates a required field
}


#### Abstract

The financial viability of your event or festival is of critical importance, including the strength of the budget and the management and financial skills of the event organising team. Please include your total event budget in the following table. Additional lines can be added as required. If you wish to add a file with a more detailed budget please use the attachment option below. Ensure you include the requested funding amount and clearly show how expenditure of this funding amount will be allocated. If you are in receipt of any federal, state or territory funding relevant to your event or festival, please identify this in your budget (cash and in-kind). When entering income from any additional source - i.e. sponsorships (both in-kind and cash contributions), other successful grants etc. PLEASE ATTACH supporting information levidence. Otherwise, it will be assumed these funds are not secured. This will also affect the compliance check to ensure your funding request does not exceed $30 \%$ of the total event cash expense budget. If sponsorship negotiations are continuing and not yet finalised, please provide details of ongoing negotiations. In-kind support must be matched with a line item in the expenditure column. Please read the Events ACT Funding Programs - Handy Hints document for a budget example and additional guidance in answering this section.


## Budget

| Income | Amount (excl. GST) | Expenditure | Amount (excl. GST) | Indicate if part of funding request (Yes/ No) |
| :---: | :---: | :---: | :---: | :---: |
| ACT Event Fund Request | \$29,800.00 | MARKETING \& PROMOTION, Strategic Pre Planning and COVID safety | \$29,800.00 | $\begin{aligned} & \text { Yes } \\ & \text { * } \end{aligned}$ |


|  |  |  |  |  |
| :--- | :--- | :--- | :--- | :--- |
|  |  |  |  |  |
|  |  |  |  |  |
|  |  |  |  |  |
|  | Total: <br> $\$ 29,800.00$ |  | Total: <br> $\$ 29,800.00$ |  |

## Supporting Financial Information

## Option to attach

 a more detailed budget document and explanation.Where possible, provide quotes for items that have been identified in the budget to be supported by funding if successful.

Outline the proposed use of any expected profit or surplus funds generated.

Please attach evidence of sponsorship or additional funding (where applicable).

Please attach evidence of financial viability. This can include audited financial statements. *

Identify any fall-back options if full funding is not provided. (Please ensure you read the note below). *

Filename: ROSE GARDEN canberra 1.xls
File size: 102.5 kB
Reminder: If identifying spending on large items, please provide supporting quotes to validate expenditure.

Filename: Damsel Quote \# QU0138 (1).pdf
File size: 52.9 kB
Hint: Quote for website upgrade.

All profits will go into the following year's event along with Wine Island Canberra which we hope to also produce in 2021 alongside other Canberra food and wine events. This ensures employment of local providers, crew, staff and promotion of Canberra as a food and wine destination.
As defined in the Guidelines, it is expected that any identified surplus would be used to enhance future events or festivals.

No files have been uploaded

Filename: 2020_Black_Betty_Productions_Pty_Ltd_-_Annua I_report.pdf
File size: 1.6 MB

If the grant funding is not met, Black Betty Productions will pay the difference to ensure the event can still go ahead and utilise the local production company for pre-event planning and development
in the event that an application cannot be funded to the full amount, applicants are encouraged to specify a reduced dollar amount as a fallback position. It is important to identify a dollar amount as a suitable fallback. Please identify and advise of any change in the scope of the event or festival should your funding
be reduced to the fallback option. Please refer to the ACT Event
Fund-Handy Hints document for more details.

Provide a brief overview of your plans and/or capacity to identify and secure additional revenue sources for your event or festival. What is being done to help ensure that the event can ultimately become self-sustaining? *

Clearly articulate the need for government funding and how this support would enhance the development and ongoing sustainability of your event or festival. Are there new initiatives planned that are tied to the grant funding request? *

My company Black Betty Productions Pty Ltd will fund the event in its entirety if not successful in the application grant. I will be sourcing and securing stallholders, potential sponsors/activations to assist with offsetting the expenses prior to onsale.
(Limit response to 200 words)

Whilst producing events is a high risk business in any environment, producing a new event in a new location is even more so and every bit helps to get it off the ground. This will assist in growing the database, along with marketing assets for Year 2 which will help in selling the event.
There is scope to grow this festival over two days, if Year 1 goes well.
(Limit response to 200 words)

## Risk Profile

* indicates a required field


## Event Organising Team

Provide a list of key members of your organising committee. Briefly outline the relevant skills/ experience of each committee member listed.

KRISTEN FRANCIS - DIRECTOR - BLACK BETTY PRODUCTIONS PTY LTD - Festival Director, concept, development, operations and delivery of the event.

Black Betty are the producers of Wine Island. Now in its 6th year, the event takes place over three days on Sydney Harbour to 4,200 PAX. Wine Island won best new event in its Inaugural year from Concrete Playground and Best Festival in 2016 by The Plus Ones and The Socialites. Kristen Francis, the founder and director, has 14 years experience producing food and wine events including major music festivals.
DAMSEL \& SPROUT - Production and Site management team - Canberra based event production company, also responsible for food procurement for Rose Garden, including local advice for planning, production and site management:
Both Canberrans, with backgrounds in media and hospitality before joining forces in the event space,

Ashleigh Gleeson and Craig Ebeling from Damsel \& Sprout have a love for Canberra, and for doing things differently.

Damsel and Sprout was born in 2015 and since then has seen us undertake significant events in the Canberra event space.
Some of their most recent work:
2020 - QANTAS Australian Tourism Awards
2020 - Canberra Day in the Suburbs - Events ACT
2020 - Canberra Writers Festival (commenced contract in 2018)

2019/2020 - Event Managements of Sunset Cinema Seasons (commenced contract from 2017)
2019 - Christmas in Civic - City Renewal Authority (commenced contract in 2017)
2019 - GX Display Village Opening
2018 - Justice Reinvestment and Reducing Recidivism Forum for Justice and Community Services Directorate; 2018 - Full Production of the Prime Ministers First Official Address in Albury in 2018;
2017/2018 - Norwegian Embassy events in 2017 \& 2018 including the production of their national day of celebration
2017/2018 - Community consultation events for Braddon and Dickson for City Renewal Authority.

Their love for the event space is driven by engaging the attendee with an experience that leaves a positive \& lasting impression.
Whether its a first time visitor to Canberra, or a local who will return, being able to create an event is exciting, and allows for dynamic and impactful involvement throughout communities.
Ash \& Craig head up a small team and as a small business in Canberra, team is hugely important to them.
Their team is trained extensively in all procedural elements of the event space and they thrive on their creative input to ensure all events managed by Damsel and Sprout have a point of difference.

Damsel and Sprout have training in, \& thorough understanding of:
Risk Assessment (coached by Reliance Risk) development, implementation and management; Project Management; Incident Procedures;
Artist Booking and Talent Management;
Access Canberra permits \& processes; NCA permits and processes;

Social Media marketing \& management for Events; Development \& Management of Ticketing Platforms for events
Development \& Management of Web \& App based platforms for the event space;
Management of event budgets from $\$ 25 k$ to $\$ 500 k$; Media landscape in Canberra; OHS/Worksafe Guidelines for ACT; EPA and its guidelines in the ACT;
Traffic Management; Event Marketing and Communication; Ticketing Solutions and Management: Digital Event Solutions; Travel and Accommodation; Development, distribution and collection of survey programs
Emergency Procedures/Safety for Crowded Places including hostile vehicle mitigation;
Venue Management;
Stakeholder Management;
They have strong networks within the Canberra event community from audio/visual, venues, designers, entertainers, suppliers and brands.

Collaboration is key to their event management success - they believe in working with the right people, with the right strengths, to create the best possible authentic outcome, together.

Damsel and Sprout are genuine, hard working, and dynamic. They are passionate about events, attendee experiences, Canberra and even risk assessments! They're thorough yet creative and proud to call Canberra home.

They enjoy showcasing Canberra to the wider community and reminding locals why it is such a great place to live, work and play.
Damsel and Sprout have the following insurance coverage:
Public Liability Insurance underwritten by QBE to the value of $\$ 20$ million
Professional Liability Insurance underwritten by QBE to the value of $\$ 10$ million.
Workers Compensation Insurance underwritten by QBE Product Liability insurance underwritten by QBE to the value of $\$ 10$ Million
Ashleigh Gleeson
Ash has always had event management in her blood. She has an amazing eye for detail, is creative and has a thirst for the innovative and exhilarating. She's been managing
one of Canberra's biggest events for more years than she'd like to admit, arranged countless parties, setup hundreds of promotional activities and even manages to organise the lives of her 3 kids and husband. So yes, she's on top of everything. If you like working with friendly, professional and trustworthy people then you'll get along great with Ash.

Craig
Craig is one of those guys who is able to always surprise you by revealing a new skill set you didn't know he had. He's practical, imaginative, dependable and has an incredible work ethic. He's been working in restaurants, running events and mixing with the big names around Canberra since the early noughties. There's no shortage of experience when it comes to Craig. He's cool in a crisis and makes a delicious crème brûlée.

Together they are a great team. They are people persons and are doing what they are passionate about. They're young, determined, practical, creative, and across the latest trends.
Whatever event you have, they'll make sure your memories are made, your stress levels are low and it'll be talked about for years to come!

MILESTONE CREATIVE AUSTRALIA - marketing and promotion of the event along with creative concept input
Milestone Creative Australia is an award-winning marketing, digital and creative agency for events, hospitality, tourism and the arts. Clients include Vivid Sydney, SailGP, Sydney Royal Easter Show, Liveworks, Mardi Gras and Corroboree Sydney, Sydney Olympic Park, Royal Botanic Gardens, Merivale Group, Destination NSW, Sydney's West, Australian National Maritime Museum, China National Convention Centre, Momentum Group, Sydney Theatre Company, Bangarra and Performance Space. Plus prestigious venues and tourism bodies including Destination NSW, Gold Coast and Wollombi. Amongst other accolades, Milestone won the Australian Event Award for Best Integrated Marketing Campaign in 2019, National Event Marketing for MEA in 2018 and 2019 and finalist in the Australian Marketing Institute Awards 2020. Founder and director Alana Hay won the national award for best Marketer 2018 and 2019, is on the Board of Meetings and Events Association of Australia (MEA), is an Associate Fellow of Meetings \& Events Professional (AFMEA) and an Associate of the Australian Marketing Institute.

Alana Hay - Alana has been instrumental in the development and marketing of the largest and most prestigious major events, festivals, precincts, venues, destinations, arts organisations and corporates across Australia and overseas. Alana regularly delivers
presentations and training for the industry on topics including strategy, tourism, marketing, major events, event acquisition, event development and digital marketing.
Chris Hoggard - Chris' role encompasses digital strategy, content creation, and campaign management for Milestone, major events and corporate clients including Saxton, Celebrity Speakers, SMC, Bathurst Winter Festival, Ocean Plastics Congress and Meetings and Events Australia, to name a few. He is responsible for creating and delivering written strategies, digital media planning and buying, digital placement, community management across social channels and eDMs, creation and curation of innovative, click-worthy content and design that drives leads, conversion and sales.
Fiona Sutherland - Fiona managed the national ticketing and sales strategy on behalf of the producers for The Lion King, Matilda the Musical, Ghost the Musical, and Georgy Girl. She has also provided customised ticketing solutions and management, package development and client relationship management across theatre, arts and events. Some of these include Sydney Film Festival and various major shows including Jersey Boys, Mary Poppins, King Kong, Mrs Browns Boys, The Addams Family, War Horse, Legally Blonde, Love Never Dies, and Wicked.
Samantha Bailey - Sam is a multi-disciplinary creative professional with 10 years experience in design. She specializes in brand development from concept to delivery across multiple channels from presentations to print, digital and motion graphics. This experience coupled with traditional graphic design enables her to bring a broad, creative and strategic approach to the creative process to provide beautiful, highly creative and tailored solutions.
Marley Hole - Marley is Milestone's social and content manager. She has previous experience working on The 2018 Gold Coast Commonwealth Games, The 2019 Royal Edinburgh Military Tattoo Sydney and has organised numerous events in Chennai, India alongside Vermilion Records. She also has $5+$ years experience in community engagement and managing social media accounts in both the entertainment and tourism sector.

## Risk Overview

Outline the range of possible risks and limitations that could affect the success of your event or festival. Provide details on how these risks will be

## 1. Weather \& Evacuation

As an outdoor event there is always the risk of adverse weather. If the weather forecast looks like rain, the event will still go ahead. Extra marquees will be brought in for a more comfortable experience for our guests. Event Cancellation will be secured against any force majeure that may occur as the event cannot be moved.
minimised or mitigated through your risk assessment and plan. Demonstrate awareness and understanding of COVID Safe measures/ requirements that are relevant to the delivery of the event/festival activity. *

A comprehensive Security and Crowd Management Plan will be delivered to mitigate and control risk including a COVID Safe Plan from the Security provider. We have gone through evacuations on Wine Island a couple of times now and we're happy to report that we have evacuated all 800 patrons off the island and onto ferries within an hour of storm warning.
Onsite our Site Manager will be monitoring the weather and in the case of any incoming weather they will radio to Festival Director and Head of Security to enact the evacuation of the site, if necessary.
2. Health and hygiene

If COVID-19 restrictions are still in place, we will enforce all guidelines to ensure a safe environment for guests, staff and exhibitors to trade/attend.
See following Covid Safety Event guidelines:
Sanitiser \& hygiene - public spaces

- At all doors, spaces, registration and bathrooms
- Sanitiser on all tables
- Requirement to wear masks (depending on current restrictions)
Sanitiser \& hygiene - Exhibitors \& bars
- Sanitiser at each exhibitors stall \& bar
- Festival Currency Cashless systems only (RFID wristbands) - a no contact festival
- Wider aisles will be provided and signage with 1.5 m distance placed in front of all exhibitor and bars
- 2 exhibitors/bar staff per $3 \times 3 \mathrm{~m}$ marquee

Bump-in/out

- Exhibitors must send Rose Garden a full list of stall contractors and staff
- Every stall contractors and staff will be given a Festival Currency RFID card when entering
- A Rose Garden staff member to be situated at the exhibitor loading entry to hand out Festival Currency RFID card and scan on entrance so that all individuals are registered
- All exhibitors to be managed through one entry point

Communications (engage, communicate, act)

- EDMs sent to all ticketholders one week from event with clear instructions on COVID Safe Event rules including any updates to COVID restrictions and what the festival is doing to mitigate this
- Clear Entry signage for patrons at the entry to the venue
- Voiceovers reminding guets about cleanliness, distancing,


## - Allowing extra time between masterclass sessions for cleaning

- Covid-safe signage throughout venue
- Floor decals/props for wayfinding to ensure event groups don't gather in ingress/egress areas
- Covid Marshalls in place along with Security to ensure patrons are keeping their distance and abiding by the COVID Safe rules put in place by Rose Garden
- Extra staff in place for regular cleaning of the toilets
- Zero tolerance to those disobeying the COVID Safe rules

Registration and ticketing

- Rose Garden uses the service of Festival Currency.
- Festival Currency provide RFID wristbands to all stallholders and ticketholders. The wristbands RFID allow ticketholders to load up money onto their wristbands prior to the event and onsite via ATM machines so they can spend without touch. Stalholders simply scan their wristbands with every purchase or tasting. These wristbands register every attendee including staff and exhibitors.
- Staff sign in and out daily via Festival Currency RFID system.
Food and beverage
- Food will be available onsite and packaged in individual hampers and/or boxes
- Each patron supplied with their own Rose Garden wine tumbler to use throughout the day and take home with them
- Stallholders/bar operators do not touch patrons glasses. The ticketholder will place the glass on the bar for the staff to pour without touching the ticketholders glass.
Site Layout
- Spaces operate on 1 per m2 (as latest COVID updates advises)
- Tables to allow for 1.5 m spacing between patrons.
- All queues to be managed by Security and Covid Safe Marshalls at entrance, bars, stalls, toilets and generally keeping an eye on crowd behaviour and distance
- All masterclasses will allow for 1.5 m spacing between groups attending their classes
Staff
- All staff undergo covid customer service and are all ambassadors


## Cleaning

- All spaces are cleaned every hour all day whilst people are in the venue
- Special attention and extra staffing will be applied to the toilets

3. Alcohol management and RSA

A big part of our risk assessment and security control measures are based around the responsible service of alcohol. Aside from security, we employ Liquor \& Gaming Solutions to monitor and manage all RSA onsite and develop our Alcohol Management Plan, pre event. John Van Der Veen oversees the site with his RSA Marshalls at all times and works closely with security and Festival Director in managing any issues. John is an ex policeman and ILGR employee who is based in Newcastle.
4. Crowd control

Our security firm will deliver a comprehensive Crowd control plan as part of their Security Management Plan, specifically for this site and event. This will include management of ingress and egress plans to ensure the smooth, fast and safe movement of patrons across the site as well as COVID safe distancing and behaviour plan.
4. Slips, Trips and Falls

These will be identified in our Risk Management Plan. Signage will be placed around the site advising patrons of any dangerous/uneven surfaces etc to mitigate risks of trips and falls. Staff will also be educated on the potential risks to help identify and mitigate risks and incidents onsite.
Please refer to the ACT Event Fund - Handy Hints document for additional clarification. (Limit response to 500 words).

## Additional Supporting Material

## Marketing and Promotion

> Attach a marketing and promotion plan. This should include the strategies that will be used to reach your target audience and grow the profile of your event/ festival. Also include how the success of the strategy will be evaluated.

Filename: Marketing Strategy_Rose Garden Canberra 2021 (3).pdf
File size: 528.3 kB
Please refer to the ACT Event Fund - Handy Hints document for information about the marketing plan.

## Planning Documents

Project Plan: Please attach the Project Plan for your 2021 event or festival, that includes key timelines/milestones.

[^4]Program: Please attach a program outline for your 2021 event or festival. (e.g. key activities, performers, stalls etc).

Filename: ROSE GARDEN CANBERRA (1).pdf
File size: 2.4 MB
Please contact Events ACT if you have any questions or require clarification.

## COVID Safe Plan: Attaching your COVID Safe plan would be beneficial if available.

Filename: FC COVID19 Safety Plan.pdf
File size: 124.0 kB
Filename: ROSE GARDEN COVID SAFE POLICY 1.pdf
File size: 374.1 kB
Please contact Events ACT if you have any questions or require clarification.
Business Plan: This is not compulsory, however if you wish to attach a business plan to support your application, please do so here.
No files have been uploaded

## Other Support Material

Filename: Letter of Support.pdf
File size: 385.2 kB
Filename: Reporting Hierarchy.pdf
File size: 33.1 kB
This can include letters of support.

## Declaration and Privacy Statement

* indicates a required field


## Declaration and Privacy Statement

NOTE:
In accordance with the provisions of Section 100(1) of the Electoral Act 1992, the ACT will hold a general election for the Legislative Assembly on Saturday, 17 October 2020. The caretaker period begins at 12:00am on 11 September 2020 and ends with the election of the Chief Minister on the first sitting day of the Legislative Assembly following the election. The continuation of the ACT Event Fund following this general election is a decision for an incoming government. As a result, potential ACT Event Fund applicants are advised that it is possible this program may not proceed.
Please ensure you have included all information required as part of your application before proceeding further.
Once an application is submitted it will not be able to be retrieved for editing.

## Privacy and Freedom of Information

The information you provide in your funding submission is used when processing and assessing your application. The Chief Minister, Treasury and Economic Development Directorate respects all personal and confidential information you provide in your application. Information provided by all applicants will be stored centrally and may be used by ACT Government officers to better understand community needs and improve service delivery.
Applications will be read by external assessors and relevant ACT Government officers. Details of successful applicants (limited to applicant name, funding amount and grant purpose) will be made publicly available.
Events ACT will only use and/or disclose personal information in accordance with relevant legislation, including the Information Privacy Act 2014.
Applicants should be aware that the provisions of the Freedom of Information Act 1982 apply to documents in Events ACT's possession.

## I certify that:

This application has been submitted with the full knowledge and agreement of the individuals/organisations named in the application.
This application meets the general eligibility criteria and I have read the accompanying guidelines and handy hints.
The statements in this application and any attached documentation are true to the best of my knowledge and any supporting material is my own work or the work of persons named in this application.
I acknowledge that this application will be assessed on its merits and compared to other events and projects, and that it may not be funded.
If the application is successful, the application form, including details of the proposed activity and budget, forms the basis of a legal agreement with the ACT Government.
I understand that action may be taken for repayment of any grant made where information contained in the application is subsequently found to be false or the grant is not used for its approved purpose.
If the application is successful, I will provide an acquittal report and all the information and supporting documentation required in accordance with a Deed of Grant.

- Yes, I have read and agree to the above conditions

I am authorised
to complete this application and have read and understood the

[^5]
# ACT Event Fund 2021 - Main Round ACT Event Fund 2021 - Main Round <br> Application ACTEF210001800 From BLACK BETTY PRODUCTIONS PTY LTD <br> Form Submitted 19 Oct 2020, 11:58am AEDT 

declaration and privacy statement *

Applicant Project BLACK BETTY PRODUCTIONS PTY LTD Contact *

Applicant Project Contact Position *

Date of Certification *

KRISTEN FRANCIS - DIRECTOR, BLACK BETTY PRODUCTIONS PTY LTD

19/10/2020
Must be a date

## Chief Minister, Treasury and Economic Development Directorate

## SENSITIVE

|  | SENSITIVE <br> Assistant Minister for Economic Development |  |
| :---: | :---: | :---: |
| To: |  | Tracking No.: CMTEDD2020/4974 |
| Date: | 16 November 2020 |  |
| From: | A/g Executive Branch Manager, Events ACT |  |
| Subject: | ACT Event Fund 2021 Main Round - assessmen | panel recommendations |
| Critical Date: | 25 November 2020 |  |
| Critical Reason: | To provide notification to applicants under the Round regarding the status of their funding ap | ACT Event Fund 2021 Main lications. |

- DDG $23 / 11 / 2020$


## Recommendations

That you:

1. Note the contents of this brief and the supporting attachments:

Attachment A: ACT Event Fund 2021 Guide for Applicants
Attachment B: List of unsuccessful applicants and supporting notes
Attachment C: List of successful applicants by genre and gnemtirde.
2. Agree to the ACT Event Fund 2021 Main Round assecsment paneltunding recommendations outlined in this brief.
3. Agree to sign the letters for successful applicants under the ACT Event Fund 2021

Main Round at Attachment D and return the signedfetters to Events ACT for distribution.

Agreed / Not Agreed / Please Discuss


## SENSITIVE

## Background

1. For the 2021 calendar year, grant fyding support unde she ACT Event Fund is made available through a Main Round and a Community Eyent funding stream.
2. The ACT Event Fund 2021 Main Round opened to applications on Tuesday 22 September 2020 and closed on Monday 19 October 2020 It offered financial support for festivals and events that will occur between 1 January 2021 and 31 December 2021.
3. The opening of the fund waf delaye when compared with previous years to correspond with the release ACT's COVID Safe Event Protocol, which was also publicly released by the Chief Health Officer on 22 September 2020.
4. Guidance provided by the Protocol gave potential applicants clearer directions on how they could plan and run their 2021 events in a COVID environment, while also providing greater certainty on what event activity was achievable when seeking grant funding.
5. The ACT Event Fund's Community Event funding stream opened on 22 September 2020 and remains open ongoing until the designated funding allocation has beengrausted.
6. Main Round applicants were able To applyfortisy 1 Funding of up $1 \$ \$ 15,000$ or Tier 2 Funding for amounts betwee $\$ 15,001$ 10d $\$ 30,000$. Those requesting Tlier 2 funding support were required to provide amore dertapplication highlighting capacity to encourage tourism visitation and/or economic development opportunities.
7. A copy of the ACT Event Fund 2021 Guide for Applicants, which contains the assessment criteria forent applications to the ACT Event Fund Main Round, is at Attachment A.
8. A total o 32 pplications v 25 received un ter the Enemind 2021 Main Round, with combined funding requests totallin (\$586,98 ( $\$ 300,000$ was available).
9. Applications were assessed by an independent panemerith secific event and festival expertise and interest. The four-member panel included representatives from Sport and Recreation, VisitCanberra and Venues Canberra, along with an external representative from the Canberra Innovation Network (CBRINy. Membership of the assessment panel is not made public so that members are not lxposed to lobbying from applicants.
10. The assessment panel's role was to assess applicants' claims against the key criteria, rank the applications and develop a final list of funding recommendations. The ranked applications were further reviewed by Events ACT to ensure that amounts requested were commensurate with the stated outcomes and benefits.

## Issues

11. Consistent with previous years, the nymber of applicationsreceived under the $A C T$ Event Fund 2021 Main Round indicate darery high demand fo funding support.
12. The 2020-21 budget allocation for the ACT Event Fund 2021 fund is a combined total of $\$ 465,000$, broken down as follows:

| ACT Event Fund Main Round <br> Opened Sept 2020, closed October 2020 (for events in 2021) | $\$ 300,000$ |
| :--- | ---: |
| ACT Event Fund Community Event funding stream <br> Open ongoing until exhausted | $\$ 110,000$ |
| Out-of-Round Funding Allocation <br> Open ongoing until exhausted for future event opportunities | $\$ 40,000$ |
| Sector Development Workshops and Leveraging <br> Workshop schedule and content to be advised | $\$ 15,000$ |
| Total | $\$ 465,000$ |


13. A total of 21 event organisations delivering 24 events (noting that some organisers are delivering more than one event) has been recommended for funding support totalling $\$ 285,730$ under the ACT Event Fund 2021 Main Round (see Table 2).
14. This followed a rigorous assessment phase and consideration of associated economic, social and community benefits.
15.

16.

17. An additional three events (see Table 1) fell outside the assessment panel's Main Round funding recommendations, however they were considered for funding under the Community Event funding stream.
18. It was noted that a 'community event is a classification given to a panic event on celebration that is targeted mainly local audiences and has strong local support. Community events are often free to access and can include arts and cultural events, events related to food and beverage, events related to sport and other special interests, or key community milestones and celebrations.
19. Community events are also generally driven and supported by local organisations and/or volunteers.
20. Given these parameters, and the benefits to local communities that were demonstrated through each funding application, the assessment panel deemed these three events yore eligible and suitable for support under the separate Community Event funding stream. There will be no need for these applicants to re-submit an application.

## Lout of Scope

22. Events ACT will liaise with each event organiser to formalise a final level of funding support and to ensure any funding received aligns with Community Event funding stream objectives. Once the Community Event Funding process has been finalised, Events ACT will forward the confirmation letters to your office for signature.
Table 1:
ACT Event Fund 2021 - applications to be supported under Community Event funding stream


[^6]23. The remaining balance of the ACT Event Fund budget is set aside for other Community Event funding requests, start-up funding requests received outside the main funding round, along with sector development initiatives to maximise the effectiveness of the ACT Government's event funding support
24. It is anticipated that there willbe increased demand fo out of round requests over the next six to nine months given the gracing of COVID-19 restrictions and associated viability for a greater range of event activities.
25. In total, 11 out of the 32 applications have not been recommended for funding support under the 2021 Main Round (noting that three of these events will be supported under the Community Event funding stream). This followed careful consideration of each application's alignment with the ACT Event Fund's assessment criteria, applicant information on COVID safe planning, grant acquittal history and demonstrated return on investment.
 Attachment B. The Executive Branch Manager of Events ACT will sign the letters prepared for these unsuccessful applicants.


## Table 2:

ACT Event Fund Main Round 2021 - Ranked list of applications recommended for funding.


In instances where applicants were not funded to the full amount requested, a reduced level of support was instead recommended based on a thorough assessment of funding claims and, where applicable, fallback funding positions provided by the applicant. Remaining balance will be set aside for future out of round funding requests received by Events ACT.

## Financial Implications

27. A total of $\$ 465,000$ is allocated to the ACT Event Fund 2021.
28. A total of 21 event organisations delivering 24 events (noting that some organisers are delivering more than one event) have been recommended for funding under the ACT Event Fund 2021 Main Round, with support totalling $\$ 285,730$.
29. Interest in the ACT Event Fund's Community Event funding stream for 2021 has been strong, with several organisations currently in the process of applying for funding. As outlined previously, a further three events applying to the Main Round were identified as being suitable for funding under the Community Event funding stream.
30. Due to the ad-hoc timing of Community Event funding requests throughout theyear, future Community Event funding stream applications will be assessed internally by Events AC Fr or successful applications, a supporting brief and confirmatifondeter to the applicant will be sent to your office for approval and signature.
31. As previously noted, the remaining balance of the ACT Event Fund budget is set aside for other Community Event funding requests, start-up funding requests received outside the main funding round, along with sector development initiatives to maximise the effectiveness of the ACT Government's event funding support.

## Consultation

## Internal

32. Representatives from Sport and Recreation, Venues Canberra and VisitCanberra were appointed as members of the assessment panel. These members also assisted with

Nidentifying any applicant crossovers in grant funding programs delivered by their respective areas, along with any potential applicant sensitivities. .
33. Events ACT has been working closely with the Finance and Business Services Unit if facilitating this funding round.

## Cross Directorate

34. Nil.

## External <br>  <br> 35. A representative from the Canberra Innovation Network (CBRIN) was appointed as a

 member of the assessment panel.Work Health and Safety
36. Nil.


## Benefits/Sensitivities


37. In consultation with your office, Events ACT will continue to review and refine the ACT Event Fund guidelines and assessment criteria ahead of the 2022 funding round, which should open to applications in July 2021. This review will take into account any ongoing COVID-19 impacts, assessment panel and applicant feedback, along with the strategic priorities for Events ACT and Economic Development more broadly (including business recovery).

## Communications, media and engagement implications

38. Following final approval of funding recommendations under the ACT Event Fund 2021 Main Round, Events ACT will liaise with your office regarding a media announcement when required.

| Signatory Name: | Ross Triffitt | Phone: | 62071383 |
| :--- | :--- | :--- | :--- |
| Action Officer: | Justin Lalor | Phone: | 62072884 |

## Attachments

| Attachment | Title |
| :--- | :--- |
| Attachment A | ACT Event Fund 2021 Guide for Applicants |
| Attachment B | List of unsuccessful applicants and supporting notes |
| Attachment C | List of successful applicants by genre and event date |
| Attachment D | Successful applicant letters for signature |

Attachment B:


ACT Event Fund 2021 Main Round -Successful applicants by date and genre


## Tara Cheyne MLA

Assistant Minister for Economic Development
Minister for the Arts
Minister for Business and Better Regulation
Minister for Human Rights
Minister for Multicultural Affairs

Member for Ginninderra

## Ms Kristen Francis

Black Betty Productions Pry Ltd

## Schedule 2.2(a)( TI)

## Dear Ms Francis

It is my pleasure to advise you that your application for funding through the ACT Event Fund 2021 Main Round has been successful. Funding support in the amount of $\$ 16,764$ has been provided for costs associated with developing and enhancing the Rose Garden event.

The ACT Event Fund is a key mechanism for stimulating and fostering a range of positive economic, social and community outcomes for the Canberra region through the festivals and events sector. For 2021, the Fund is also playing an important role in supporting events that can safely connect our community and visitors in line with public health directions.

The ACT Event Fund is highly competitive, and I congratulate you on your efforts to secure financial assistance.

You will shortly receive further information from Events ACT - part of the Chief Minister, Treasury and Economic Development Directorate - outlining the process for finalising an agreement and receiving the approved funds.

Should you have any questions regarding the ACT Event Fund, please contact Ms Vivienne Rolfe on (02) 62054324 or vivienne.rolfe@act.gov.au.

I wish you all the best for your event.
Yours sincerely

Tara Che one MLA
27 November 2020


| From: | "kristen@wineisland.com.au"[kristen@wineisland.com.au](mailto:kristen@wineisland.com.au) |
| :--- | :--- |
| Sent: | $04 / 01 / 20214: 13$ AM |
| To: | "Rolfe, Vivienne" [Vivienne.Rolfe@act.gov.au](mailto:Vivienne.Rolfe@act.gov.au) |
| Cc: | "Economic Development Business Services" |
| [EconomicDevelopmentBusinessServices@act.gov.au](mailto:EconomicDevelopmentBusinessServices@act.gov.au) |  |
| Subject: | Re: ACTEF210001800-ACT Event Fund 2021-Black Betty Productions - Deed and Letter of |
| Offer |  |

CAUTION: This email originated from outside of the ACT Government. Do not click links or open attachments unless you recognise the sender and know the content is safe.

Understood - thanks Viv!

On 4 Jan 2021, at 3:05 pm, Rolfe, Vivienne <Vivienne.Rolfe-alact.gov.au> wrote:

## OFFICIAL

Happy New Year Kristen
Hope you are well.
All areas you outlined in your funding application were eligible for funding, Given the reduction in funding to your original request, the final breakdown is at your discretion, providing it still aligns with the areas outlined in your application. When you provide your acquittal report, we ask for you to highlight specific areas where the funding was spent. The acquittal report is also provided through SmartyGrants, we attach the relevant form to your application in due course.
Please let me know if you have any additional questions.
Kind regards
Viv
From: kristen@wineisland.com.au [kristen@wineisland.com.au](mailto:kristen@wineisland.com.au)
Sent: Thursday, 24 December 2020 10:48 AM
To: Economic Development Business Services [EconomicDevelopmentBusinessServices@act.gov.au](mailto:EconomicDevelopmentBusinessServices@act.gov.au);
Rolfe, Vivienne [Vivienne.Rolfe@act.gov.au](mailto:Vivienne.Rolfe@act.gov.au)
Subject: Re: ACTEF210001800 - ACT Event Fund 2021 -Black Betty Productions - Deed and Letter of Offer
CAUTION: This email originated from outside of the ACT Government. Do not click links or apen attachments unless you recognise the sender and know the content is safe.
HI Viv
I was wondering if there was supposed to be information on Schedule 2 ie. the breakdown how the Grant funding is to be used ie attachment of the budget I delivered and confirmation of how I intend to use these funds?
Thanks!
Kristen

```
Barmmaremam
```

On 21 Dec 2020, at 2:26 pm, Economic Development Business Services
[EconomicDevelopmentBusinessServices@act.gov.au](mailto:EconomicDevelopmentBusinessServices@act.gov.au) wrote:
OFFICIAL
Dear Ms Francis
Congratulations on the success of your application for the ACT Event Fund 2021 - Main Round.

Please find attached a Letter of Offer from Events ACT and a Deed of Grant which you should read carefully as it sets out the terms and conditions on which funding will be provided. Please sign and return the Deed of Grant to finalise your acceptance of this grant by 18 January 2021.

Please do NOT date the Deed. Events ACT will sign the Deed and return a copy for your records.

Please email an invoice and full version of your signed Deed of Grant to:
EconomicDevelopmentBusinessServices@act.gov.au

If you have any queries about this matter, please contact Vivienne Rolfe via email vivienne.rolfe@act.gov.au or on (02) 62054324.

We would like to wish you every success with your activity.

Kind regards,

The Business Services Team

This email, and any attachments, may be confidential and also privileged. If you are not the intended recipient, please notify the sender and delete all copies of this transmission along with any attachments immediately. You should not copy or use it for any purpose, nor disclose its contents to any other person.
<ACTEF210001800 - ACT Event Fund 2021 - Black Betty Productions -
Deed.pdf><ACTEF210001800 - ACT Event Fund 2021 - Black Betty Productions.pdf>

| From: | "kristen@wineisland.com.au" [kristen@wineisland.com.au](mailto:kristen@wineisland.com.au) |
| :--- | :--- |
| Sent: | $22 / 01 / 20215: 11 \mathrm{AM}$ |
| To: | "Rolfe, Vivienne" [Vivienne.Rolfe@act.gov.au](mailto:Vivienne.Rolfe@act.gov.au) |
| Cc: | "Economic Development Business Services" |
| [EconomicDevelopmentBusinessServices@act.gov.au](mailto:EconomicDevelopmentBusinessServices@act.gov.au) |  |
| Subject: | Re: Signed Deed for Rosé Garden |
| Attachments: | Notification_1-J7K4IUK.PDF |

CAUTION: This email originated from outside of the ACT Government. Do not click links or open attachments unless you recognise the sender and know the content is safe.

Hi Viv
See attached Partnership now registered, Palate Productions ABN 84641379813

On 21 Jan 2021, at 10:29 am, Rolfe, Vivienne < Vivienne.Rolfe@act.gov.au > wrote:

## OFFICIAL

Hi Kristen
Hope you are well. Do we have any update?
Thanks
Viv
From: Rolfe, Vivienne
Sent: Tuesday, 12 January 2021 5:43 PM
To: kristen@wineisland.com.au
Cc: Economic Development Business Services [EconomicDevelopmentBusinessServices@act.gov.au](mailto:EconomicDevelopmentBusinessServices@act.gov.au)
Subject: RE: Signed Deed for Rosé Garden

## OFFICIAL

Hi again
No problems. We will hold on progressing the countersigning of Deed etc until you have a full update on how the new partnership will be setup.
Just let us know when you have the details.
Thanks
Viv
Vivienne Rolfe |Senior Officer, Event Development
Phone: 02 62054324: Mobile 0466327 635] Email: vivienne.rolfe@act.gov.au
Events ACT | Chief Minister, Treasury and Economic Development Directorate | ACT Government
Level 4, Canberra Nara Centre | 3 Constitution Avenue, Canberra City 2601 | GPO Box 158 Canberra ACT 2601 | www.events.act.gov.au
<image001.png>
From: kristen@wineisland.com.au [kristen@wineisland.com.au](mailto:kristen@wineisland.com.au)
Sent: Tuesday, 12 January 2021 5:40 PM
To: Rolfe, Vivienne < Vivienne.Rolfe@act.gov.au>
Cc: Economic Development Business Services < EconomicDevelopmentBusinessServices@act.gov.au>
Subject: Re: Signed Deed for Rosé Garden
CAUTION: This email originated from outside of the ACT Government. Do not click links or open attachments unless you recognise the sender and know the content is safe.
Hi Viv
Schedule 2.2(a)(xi)
On 12 Jan 2021, at 5:39 pm, Rolfe, Vivienne < Vivienne.Rolfe@act.gov.au> wrote:
OFFICIAL
Thanks Kristen

No problems, we may just need to make some paperwork adjustments. Will it still be the same $A B N$ or a new one?
Viv
From: kristen@wineisland.com.au [kristen@wineisland.com.au](mailto:kristen@wineisland.com.au)
Sent: Tuesday, 12 January 2021 5:32 PM
To: Rolfe, Vivienne < Vivienne.Rolfe@act.gov.au>
Cc: Economic Development Business Services
[EconomicDevelopmentBusinessServices@act.gov.au](mailto:EconomicDevelopmentBusinessServices@act.gov.au)
Subject: Re: Signed Deed for Rosé Garden
CAUTION: This email originated from outside of the ACT Government. Do not click links or open attachments unless you recognise the sender and know the content is safe.
Hi Viv
That's correct. I am forming a new Partnership called Palate Productions to produce a few new events and Rose Garden is one of them. We are just awaiting paperwork to get it up and running. Nothing else has changed though, still using Damsel and Sprout.
I hope it's not an issue, but of course, let me know if so.
Cheers
Kristen
On 12 Jan 2021, at 5:29 pm, Rolfe, Vivienne < Vivienne.Rolfe@act.gov.au> wrote:

## OFFICIAL

Thanks for the update Kristen
Sorry just to clarify, are you saying the legal entity for delivering Rose
Garden in Canberra is no longer Black Betty on its own?
Also, will you still be using Damsel and Sprout as outlined in your
applications?
Thanks
Viv
From: kristen@wineisland.com.au [kristen@wineisland.com.au](mailto:kristen@wineisland.com.au)
Sent: Tuesday, 12 January 2021 4:50 PM
To: Economic Development Business Services
[EconomicDevelopmentBusinessServices@act.gov.au](mailto:EconomicDevelopmentBusinessServices@act.gov.au)
Cc: Rolfe, Vivienne < Vivienne.Rolfe@act.gov.au>
Subject: Re: Signed Deed for Rosé Garden
CAUTION: This email originated from outside of the ACT Government. Do not click links or open attachments unless you recognise the sender and know the content is safe.
Hi Inessa \& Viv
I wanted to let you know that I'm in the process of forming a Partnership with Milestone Creative (they are a Marketing Events company). This is to produce the event Rose Garden in Canberra as well.
Paperwork in being processed so when all that is ready and new bank account opened can I then send you the details in the Tax Invoice?
If you also need me to re-sign anything with this new Partnership, more than
happy to do this.
Thanks!
Kristen
On 12 Jan 2021, at 3:58 pm, Economic Development Business
Services
[EconomicDevelopmentBusinessServices@act.gov.au](mailto:EconomicDevelopmentBusinessServices@act.gov.au) wrote:
OFFICIAL
Hi Kristen,
Thank you for the signed deed.
Could you please send an invoice for processing?
Thank you again.
Regards,

Inessa Makeeva
Finance \& Business Services Officer | Finance and Business Services Unit
Economic Development | Chief Minister, Treasury and Economic
Development Directorate | ACT Government
Email: Inessa.Makeeva@act.gov.au
Level 3, Canberra Nara Centre, 3 Constitution Avenue I GPO Box 158
Canberra ACT 2601 | http://www.cmtedd.act.gov.au
From: kristen@wineisland.com.au
[kristen@wineisland.com.au](mailto:kristen@wineisland.com.au)
Sent: Tuesday, 12 January 2021 3:44 PM
To: Economic Development Business Services
[EconomicDevelopmentBusinessServices@act.gov.au](mailto:EconomicDevelopmentBusinessServices@act.gov.au)
Cc: Rolfe, Vivienne < Vivienne.Rolfe@act.gov.au>
Subject: Re: Signed Deed for Rosé Garden
CAUTION: This email originated from outside of the ACT
Government. Do not click links or open attachments unless you recognise the sender and know the content is safe.
Hi Inessa
Pls see attached.
Cheers
Kristen
Embermeveron
On 12 Jan 2021, at 2:03 pm, Economic
Development Business Services
<EconomicDevelopmentBusinessServices@act.go v.au> wrote:

## OFFICIAL



From: Kristen Francis
[kristen@blackbetty.net.au](mailto:kristen@blackbetty.net.au)
Subject: Signed Deed for Rosé
Garden
Date: 11 January 2021 at 11:22:39
am AEDT
To: Economic Development
Business Services
<EconomicDevelopmentBusinessSer
vices@act.gov.au>
Cc: "Rolfe, Vivienne"
[Vivienne.Rolfe@act.gov.au](mailto:Vivienne.Rolfe@act.gov.au)

Cheers
Kristen
Kristen Francis
Director
Black Betty Productions Pty Ltd
ABN 31603135182
PO Box 945
Potts Point NSW 1335
$T$ : schedule 2.2(a)(ti)

# Record of Registration for Business Name 

Business name information for:

## PALATE PRODUCTIONS

This Record of Registration contains information recorded on the Australian Securities and Investments Commission's (ASIC) register under section 33(8) of the Business Names Registration Act 2011.

Date: 22 January 2021
Next renewal date: 22 January 2024

Record of registration issued by the Australian Securities and Investments Commission on 22 January 2021

Rosanne Bell
Senior Executive Leader
Registry

## Summary of business name details

Business name: PALATE PRODUCTIONS
Registration date: 22 January 2021
Status: Registered
Period of registration: 3 Years
Next renewal date: 22 January 2024

## Business name holder details

Business name holder: BLACK BETTY PRODUCTIONS PTY LTD \& MILESTONE CREATIVE AUSTRALIA PTY LTD
Holder type: Partnership
ABN: 84641379813
Partner name: MILESTONE CREATIVE AUSTRALIA PTY LTD
ABN: 88608538656
ACN/ARBN: 608538656
Partner name: BLACK BETTY PRODUCTIONS PTY LTD
ABN: 31603135182
ACN/ARBN: 603135182

## Addresses

Address for service of documents
PO Box 945
Potts Point NSW 1335
Australia
Principal place of business
Schedule 2.2(a)(i)

Australia


Email<br>kristen@blackbetty.net.au

## Disclaimer

While every effort has been made to ensure the reliability and accuracy of the information in this record, ASIC does not guarantee or warrant the accuracy or authenticity of the information. ASIC will not be liable for any damage or loss arising from any incorrect or incomplete information provided.

AUSTRALIAN CAPITAL TERRITORY

## Deed of Grant

| Dated | 1 April 2021 (Events ACT to date) |
| :---: | :---: |
| Parties | AUSTRALIAN CAPITAL TERRITORY |
|  | BLACK BETTY PRODUCTIONS PTY LTD \& MILESTONE CREATIVE AUSTRALIA PTY LTD |
|  | ABN: 84641379813 |
|  | ACT EVENT FUND 2021 |
| Prepared by | Events ACT <br> Chief Minister, Treasury, and Economic Development Directorate |
|  | GPO Box 158 CANBERRA ACT 2601 |
|  | $\begin{array}{ll} \text { Ph: } & \text { (02) } 62050666 \\ \text { Ref: } & \text { ACTEF210001800 } \end{array}$ |
| Version | January 2021 |

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GST
GST Act has the same meaning as it has in the GST Act. means the $A$ New Tax System (Goods and Services Tax) Act 1999 (Cwilth).

Invoice
means an invoice that:
(1) if GST is payable in respect of any taxable supply made under this Deed, is a valid tax invoice for the purposes of the GST Act;
(2) clearly sets out the details of the Funded Activity undertaken or to be undertaken and the amount that is due for payment, is correctly calculated and is in respect of the Funded Activity;
(3) sets out or is accompanied by any other details or reports required under this Deed; and
(4) is rendered at the times specified in Item 4 Schedule 1 (if any) and addressed to the Territory's Contract Officer.

Special Condition means any provision set out in Schedule 3. Territory means:
(1) when used in a geographical sense, the Australian Capital Territory; and
(2) when used in any other sense, the body politic established by section 7 of the Australian Capital Territory (Self-Government) Act 1988 (Cwlth).

### 1.2 General

In this Deed, unless a contrary intention is expressed:
(1) references to "Recipient" includes any employees, agents or subcontractors of the Recipient;
(2) references to legislation or to provisions in legislation include references to amendments or re-enactments of them and to all regulations and instruments issued under the legislation;
(3) words importing a gender include the others; words in the singular number include the plural and vice versa; and where a word or phrase is given a particular meaning, other parts of speech and grammatical forms of that word or phrase have corresponding meanings;
(4) "include" is not to be construed as a word of limitation;
(5) headings have no effect on the interpretation of the provisions; and
(6) an obligation imposed by this Deed on more than one person binds them jointly and severally.

## 2. Payment and Use of Grant

### 2.1 Payment of Grant

The Territory must pay the Recipient the Grant following its receipt of an Invoice and otherwise in accordance with Item 4 Schedule 1.

### 2.2 Use of Grant

The Recipient must:
(1) use the Grant only for the Funded Activity;
(2) undertake the Funded Activity diligently and otherwise in accordance with this Deed; and
(3) complete the Funded Activity by the end of the Grant Period.

## 3. Grant Period

This Deed is for the Grant Period unless extended or terminated under the provisions of this Deed.

## 4. Separate accounting for Grant

### 4.1 Separately account for Grant

The Recipient must:
(1) within its accounting system, account for the Grant separately from any other funds of the Recipient; and
(2) if required by the Territory, deposit and hold in a separate bank account the Grant on trust for the Territory.

### 4.2 Bank accoumit

If the Recipient is required to maintain a separate bank account under clause 4.1(2), the Recipient must:
(1) promptly notify the Territory of:
(a) the details of that account, and
(b) any change to that account.
(2) not cause or allow any funds other than the Grant to be deposited into that account.

## 5. GST

If the Recipient is registered under the GST Act, the Territory will, on receipt of an Invoice, pay to the Recipient an amount equal to the GST under the GST Act lawfully payable by the Recipient in respect of supplies to the Territory that are taxable supplies under the GST Act.

## 6. Records

### 6.1 Obligation to keep records

The Recipient must:
(1)
keep all records necessary to substantiate expenditure of the Grant in compliance with applicable laws;
(2) provide a complete and detailed record and explanation of:
(a) expenditure of the Grant,
(b) other money received and spent on the Funded Activity,
(c) the progress of the Funded Activity, and
(d) any other records in respect of the Funded Activity,
that the Territory may reasonably require from time to time; and
(3) retain the records referred to in this clause for at least 7 years following the completion of the Funded Activity or the expiration or termination of this Deed, whichever occurs first.

### 6.2 Access

(1) To audit the Recipient's compliance with this Deed, the Territory may, at reasonable times and on reasonable notice, enter the Recipient's premises and inspect the records kept by the Recipient and the progress of the Funded Activity.
(2) The Recipient must:
(a) give the Territory access to those facilities and such assistance as may reasonably be necessary to enable the Territory to conduct an audit under clause 6.2(1), and
(b) permit the Territory, at its own cost, to take copies of any records which it reasonably considers relevant to its audit.

[^7]
### 6.3 Territory's Auditor-General

Any of the Territory's rights under this clause 6 may be exercised by the Territory's Auditor-General, her delegate or any relevantly qualified person engaged to perform any functions of the Auditor-General.

## 7. Reporting of progress and expenditure

### 7.1 Notifications

The Recipient must keep the Territory reasonably informed about all matters which are likely to materially and adversely affect the timing, scope or cost of the Funded Activity or the Recipient's ability to carry on or complete the Funded Activity in accordance with this Deed.

## 8. Acknowledgement of Funding

### 8.1 Acknowledgement of Temitoñy support

The Recipient must in relation to the Funded Activity:
(1) acknowledge the support of the Territory in any public event, media release or media coverage; and
(2) include an acknowledgement in the form set out in Item 3 Schedule 3 in all documents, brochures, books, articles, newsletters, other artistic works or literary works or advertising.

### 8.2 Other obligations

The Recipient must:
(1) in relation to the material referred to in clause $8.1(2)$, promptly provide to the Territory:
(a) if requested by the Territory, a draft of that material at least 10 days prior to publishing or printing, and
(b) a copy of that material; and
(2) on reasonable notice, invite the Territory to participate in any public event, media release or media coverage related to the Funded Activity.

## 9. Intellectual Property Rights

### 9.1 Ownership of Grant Material

Ownership of all Grant Material, including any intellectual property rights, vests on its creation in the Recipient.

### 9.2 Licence to Temitoriy

The Recipient grants to the Territory an irrevocable, non-exclusive, royalty-free licence to use the intellectual property in the Grant Material.

### 9.3 Meaning of "use"

For the purpose of clause 9, "use" includes supply, reproduce, publish, perform, communicate, broadcast, adapt and copy.

## 10. Insurance and Indemnity

### 10.1 Recipient's insurance

The Recipient must effect and maintain for the Grant Period:
(1) all insurance coverage required by it by law;
(2) public liability insurance with coverage in the amount of not less than the amount specified in Item 9 Schedule $\mathbf{1}$ in respect of each claim, including voluntary workers insurance cover if volunteers are engaged by the Recipient; and
(3) any other insurance specified in Item 9 Schedule 1,
with an insurer having a Standard and Poor's or Best's Rating A- or better and must produce evidence of that insurance as required by the Territory.

### 10.2 Indemnity

The Recipient indemnifies the Territory, its employees and agents against liability in respect of all claims, costs and expenses in relation to all loss, damage, injury or death to persons or property caused by the Recipient, its employees, agents or contractors in connection with the use of the Grant or the conduct of the Funded Activity except to the extent that the Territory caused the relevant loss, damage or injury.

## 11. Termination of Grant

### 11.1 Breach

The Territory may terminate this Deed at any time by written notice to the Recipient, if the Recipient:
(1) is or becomes bankrupt or insolvent, enters into voluntary administration or makes any arrangement with its creditors or takes advantage of any statute for the relief of insolvent debtors;
(2) fails to:
(a) commence the Funded Activity in a timely manner,
(b) undertake the Funded Activity diligently, or
(c) meet any timeframes specified in this Deed; or
(3) commits any other breach of a provision of this Deed, where that breach:
(a) if capable of being remedied, is not remedied within the period specified in a written notice by the Territory, or
(b) is not capable of being remedied.

### 11.2 Termination or reduction of funding for any reason

The Territory may, at any time by written notice to the Recipient, terminate this Deed or reduce the funding for the Funded Activity for any reason, and in that event the Recipient must:
(1) in the event of termination, comply with the notice and clause 12; or
(2) in the event of a reduction in funding, continue to undertake the Funded Activity in accordance with the notice.

### 11.3 No prejudice

Nothing in this clause 11 prejudices any other rights or remedies of the Territory in respect of any breach of this Deed.

## 12. Refund of Grant

### 12.1 Repayment of unacquitted funds

At the end of the Grant Period, or earlier termination of this Deed, the Recipient must:
(1) unless otherwise required under this Deed, within 30 days, provide the Territory with a statement of expenditure of the whole of the Grant; and
(2) promptly repay any or all of the Grant that remains unacquitted.

### 12.2 Meaning of unacquifted funds

For the purposes of clause 12.1, the Grant remains unacquitted if it:
(1) is not spent and is not contractually committed to be spent; or
(2) has been spent in breach of this Deed.

## 13. Dispute Resolution

### 13.1 Negotiation and Mediation of Dispute

(1) If a difference or dispute (Dispute) arises in relation to this Deed, then either party may give written notice to the other that a Dispute exists, which specifies details of the Dispute, and the parties agree that they will endeavour to resolve the Dispute by negotiations, or, if the Dispute has not been resolved within 28 days of the issue of the notice, undertake a mediation process.
(2) If a mediation process is undertaken in accordance with clause 13.1(1) the mediator will be an independent mediator agreed by the parties or, failing agreement, nominated by the chairperson of The Institute of Arbitrators and Mediators Australia, ACT Chapter. Unless otherwise agreed, the parties will equally share the costs of the engagement of the mediator.

### 13.2 No prejudice

Nothing in this clause 13 will prejudice the rights of either party to institute proceedings to enforce the Deed or to seek injunctive or urgent declaratory relief in respect of any Dispute.

## 14. Variation

### 14.1 Variation to Funded Activity

The Recipient must obtain the Territory's prior written approval for any variation to the Funded Activity, including:
(1) the Funded Activity or work programs;
(2) the Funded Activity's objectives or outcomes;
(3) variation of more than $10 \%$ in expenditure for a specified item of the approved budget that forms part of the Recipient's application for a grant for the Funded Activity; and
(4) the Grant Period.

### 14.2 Variation to Deed

This Deed may only be varied by the written agreement of the parties prior to the expiration of the Grant Period.

## 15. General

### 15.1 No assignment

The Recipient must not assign the whole or any part of this Deed without the prior written consent of the Territory. If the Territory gives its consent, the Territory may impose any conditions.

### 15.2 Coniflict of interest

The Recipient warrants that at the start of the Grant Period no conflict of interest exists or is likely to arise in the performance of the Funded Activity and of its other obligations under this Deed and must, if a conflict or risk of conflict of interest arises during the Grant Period, notify the Territory immediately in writing and comply with any requirement of the Territory to eliminate or otherwise deal with that conflict or risk.

### 15.3 No employment, partiership or agency relationship

Nothing in this Deed constitutes the Recipient, or its employees, agents or subcontractors as employees, partners or agents of the Territory or creates any employment, partnership or agency for any purpose and the Recipient must not represent itself, and must ensure its employees, agents and subcontractors do not represent themselves, as being employees, partners or agents of the Territory.

### 15.4 Entire Agreement

This Deed comprises the entire agreement between the parties in relation to the Grant and the Funded Activity and supersedes any prior representations, negotiations, writings, memoranda and agreements.

### 15.5 Severability

Any provision of this Deed that is illegal, void or unenforceable will not form part of this Deed to the extent of that illegality, voidness or unenforceability. The remaining provisions of this Deed will not be invalidated by an illegal, void or unenforceable provision.
15.6 No waiver

Failure or omission by the Territory at any time to enforce or require strict or timely compliance with any provision of this Deed will not affect or impair that provision in any way or the rights and remedies that the Territory may haye in respect of that provision.

### 15.7 Compliance with laws anú goveming lauio

(1) The Recipient must comply with the laws from time to time in force in the Territory in performing the Funded Activity.
(2) This Deed is governed by and construed in accordance with the law for the time being in force in the Territory and the parties submit to the nonexclusive jurisdiction of the courts of the Territory.

### 15.8 Notices

Any notice, including any other communication, required to be given or sent to either party under this Deed must be in writing and given to the relevant Contact Officer. A notice will be deemed to have been given:
(1) if delivered by hand, on delivery;
(2) if sent by prepaid mail, on the expiration of two days after the date on which it was sent;
(3) if sent by facsimile, on the sender's facsimile machine recording that the facsimile has been successfully and properly transmitted to the recipient's address; or
(4) if sent by electronic mail, on the other party's acknowledgment of receipt by any means.

### 15.9 Foims and statements

The Territory may reasonably require any form, record or statement required under this Deed to be in a particular form.
15.10 Special Conditions

In the event of any inconsistency between any Special Condition and any other provision of this Deed then, to the extent of any inconsistency, the Special Condition will prevail.
15.11 Survival of clauses

Clauses 6,7.1, 9.2, 10.2 and 12 will survive the expiration or earlier termination of this Deed.

### 15.12 Counterparts

This Deed may be executed in any number of counterparts and by the parties in separate counterparts. Each counterpart constitutes the agreement of each party who has executed and delivered that counterpart to the other party either physically or electronically. All such counterparts taken together will be deemed to constitute one and the same Deed.

| Item 8. | Acquittal and Reporting | Within three (3) months of the delivery of the event, unless earlier termination of this Deed, the Recipient must provide: <br> A completed and signed Statement of Acquittal of Grant form as set out in Attachment A. This form will include: <br> i. A post event report which highlights key outcomes of the event, lessons learned and (where applicable) identified areas for future program or event growth. <br> ii. A financial report including an income and expenditure statement highlighting actual spending against the funds. Copies of invoices paid with these funds should be made available to the Territory if requested. For funding amounts over $\$ 20,000$, the financial report is to be supplemented by audited financial statements when available. <br> iii. A full attendance and event benefits report (as outlined in Item 2 Schedule 3). <br> iv. Evidence of acknowledgement of the Territory at the event as outlined in Item 3 Schedule 3. |
| :---: | :---: | :---: |
| Item 9. | Other insurance requirements | (1) If any aspect of a Recipient's project is to be undertaken on ACT Government premises or public land, a current certificate of insurance or cover note must be provided with the Recipient's signed Deed of Grant, prior to payment of the grant being made by the Territory. The certificate or cover note must specify the appropriate level of public liability insurance coverage for the Recipient's project. Under normal circumstances, the appropriate level of public liability insurance will be $\$ 20$ million unless specified otherwise by the Territory, Note: A copy of the current public liability certificate must be provided each year when submitting an invoice to Events ACT. <br> Visit the ACT Government's Insurance Agency for further information: http://apps.treasury act.gov.au/insurance-and-risk-management/risk-management <br> (2) In circumstances where, as part of the Funded Activity, the Recipient is providing professional advice or information or service to others, proof of professional indemnity insurance may be required before payment of your grant will be made. |

## SCHEDULE 1

GRANT DETAILS

| Item 1. | Contact Officers | For the Territory: <br> Mr Justin Lalor <br> Director, Event Development <br> Events ACT <br> Chief Minister, Treasury and Economic Development <br> Directorate <br> GPO Box 158 <br> CANBERRA ACT 2601 <br> For the Recipient: <br> Ms KRISTEN FRANCIS <br> BLACK BETTY PRODUCTIONS PTY LTD \& MILESTONE CREATIVE AUSTRALIA PTY LTD <br> Schedule 2.2(a)(it) |
| :---: | :---: | :---: |
| Item 2. | Grant Period | From the date of execution of this Deed to 31 December 2021 |
| Item 3. | Amount of Funding | \$16,764 (Exclusive GST) |
| Item 4. | Funding | (1) The Grant is payable as a lump sum. <br> (2) An Invoice may be rendered on or after the signing of this Deed. <br> (3) Except if otherwise stated in this Deed, the Grant is: <br> (a) payable within 30 days of receipt by the Territory of an Invoice; and <br> (b) exclusive of GST and all other taxes, duties and charges. |
| Item 5. | Purpose of Funding | To assist with costs associated with "Rosé Garden" as defined in the ACT Event Fund 2021 - main round application. |
| Ifem 6. | Event Name: | Rosé Garden |
| Item 7. | Date of Event | 09/10/2021-09/10/2021 |

## SCHEDULE 2

## THE FUNDED ACTIVITY

To assist with costs associated with "Rosé Garden" as defined in the ACT Event Fund 2021 - main round application.

## SCHEDULE 3

## SPECIAL CONDITIONS

See clanses 1.1 and 15.10

1. Clause 9.2 is deleted and replaced with the following:

### 9.2. Licence to Territory

The Recipient grants to the Territory an irrevocable, non-exclusive, nontransferable and royalty-free licence to use the intellectual property in the Grant Material for:
(a) the purpose of the Territory performing its administrative functions with the Deed, Grant, Grant Material, or the Recipient; and
(b) any other purpose approved by the Recipient in writing, provided that the Recipient may not unreasonably withhold that approval.
2. Attendance and Event Benefits Report
(a) The Recipient must collate information required for a report on event attendance and benefits to be provided to the Territory.
(b) The Attendance and Event Benefits Report is to be submitted in accordance with the timeframe specified in Item 8 Schedule 1, and must provide as a minimum an estimate of the following:

The total number of people who attended the event (attendees), including a breakdown of local, interstate and international visitors for each of the following (such as this information being reasonably available to the Recipient):
i. participants;
ii. spectators;
iii. officials;
iv. others directly associated with the Event;
v. the age demographics of attendees;
vi. the overall event satisfaction of attendees;
vii. perceived community benefits as a result of the event (local attendees only);
viii. perceptions of Canberra as a result of the event (interstate/international attendees only);
ix. the average length of stay for the event's interstate and international visitors;
x. the total number of visitor nights attributable to the event's interstate and international visitors; and
xi. the average spend of interstate and international visitors to the event, with suggested expenditure categories to include entry fees,
food and drink, transport, shopping, entertainment and accommodation.
(c) Please contact Events ACT for details and advice around data collection methods including relevant patron survey questions where applicable.
3. Acknowledgement Requirements and Promotional Opportunities

The ACT Government requires appropriate acknowledgment of its support for organisations, facilities, programs and projects.

For the purpose of this 'Funded Activity, the Territory is to be recognised as an 'Event Supporter' and the appropriate brand logo should be used at all times, as directed by Events ACT.

The Recipient agrees to:
(a) acknowledge the support of the Territory in any public event, media release or media opportunity;
(b) acknowledge the Territory across all digital platforms, including the event website, and ensure that appropriate destination hashtags are used in all promotion on social media channels;
(c) acknowledge the support of the Territory in all advertising and promotional material produced for the event, noting that the size of the acknowledgement, particularly the logo, is to be proportionate to funding received from sources other than the ACT Government;
(d) acknowledge the Territory in the official event programme;
(e) acknowledge the Territory on site at the event through appropriate signage using the CBR branding, and (where appropriate) public address (PA) system announcements;
(f) acknowledge the Territory in any formal speech, including those made at the event launch or opening functions;
(g) provide an opportunity for the Assistant Minister for Economic Development, other Members of the Legislative Assembly or other Territory representatives to speak at any public functions associated with the Event, including the event launch, subject to this being appropriate to the nature and content of the event.

Details must be provided electronically to Events ACT two weeks prior to the function at which the Minister or representative will attend. Details should be sent to eventfund@act.gov.au with the following information:
i. Event/function date
ii. Event/function time and time commitment of the Minister or representative
iii. Venue
iv. Parking area for Minister or representative (map provided if possible)
v. Order of proceedings
vi. VIPs attending the event/function
vii. Any sensitivities the Minister or representative should be aware of;
viii. The role of the Minister or representative will undertake.
(h) promote the event on the Events ACT and VisitCanberra website calendars at www.events.act.gov.au and www.visitcanberra.com.au.
(i) provide the Territory with such access to the event (on request) as the Territory requires for purposes of observation and assessment of the Recipient's obligations under this Item.

Please contact Events ACT to discuss details regarding acknowledgement and appropriate logo use.

## 4. COVID Safe Event Planning

The Recipient acknowledges that:
(a) a COVID Safe Event Protocol has been developed to assist with returning events to the ACT, which provides guidance to event organisers to ensure that their event is COVID Safe,
(b) all event organisers in the ACT are required to develop a COVID Safe Event Plan and adhere to public health directions as they apply leading up to and during their event.
(c) further information on public health directions, event approval and exemption processes, along with access to the COVID Safe Event Protocol, is available on the ACT Government's official COVID-19 website.

# signed as a deed on I April 2021 

SIGNED for and on behalf of the) AUSTRALIAN CAPITAL TERRITORY $R$-unto

) Signature of $\bar{T} /$ friftory delegate

## Ross Triffitt

Print name

## Melanie sld red

Print name

SIGNED for and on behalf of BLACK BETTY PRODUCTIONS PTY LTD \& MILESTONE CREATIVE AUSTRALIA PRY LTD TIA PALATE PRODUCTIONS
ABN 84641379813 in the presence of:

KRISTEN FRAMES DIRETIOR Print name and position
Signature of witness

## ushmytan

Print name


Alana Hay, Managing Director, Milestone Creative Australia Ply Lid
Print name and position


| From: | "Rolfe, Vivienne" |
| :--- | :--- |
| Sent: | $15 / 04 / 2021$ 11:58 PM |
| To: | "Economic Development Business Services" |
| [EconomicDevelopmentBusinessServices@act.gov.au](mailto:EconomicDevelopmentBusinessServices@act.gov.au) |  |
| Subject: | RE: Invoice INV-0163 from Black Betty Productions Pty Ltd for Events ACT |

## OFFICIAL

Hi Inessa

Hope you've had a good week.
I have spoken to Kristen and she is looking at some changes to her event offering so we are holding on her sending an invoice. She is sending me more details on Monday. I will keep you posted.

Thanks

Viv

From: Makeeva, Inessa [Inessa.Makeeva@act.gov.au](mailto:Inessa.Makeeva@act.gov.au) On Behalf Of Economic Development Business Services
Sent: Tuesday, 13 April 2021 12:18 PM
To: Economic Development Business Services [EconomicDevelopmentBusinessServices@act.gov.au](mailto:EconomicDevelopmentBusinessServices@act.gov.au);
'kristen@blackbetty.net.au' [kristen@blackbetty.net.au](mailto:kristen@blackbetty.net.au); kristen@wineisland.com.au
Cc: Rolfe, Vivienne [Vivienne.Rolfe@act.gov.au](mailto:Vivienne.Rolfe@act.gov.au)
Subject: RE: Invoice INV-0163 from Black Betty Productions Pty Ltd for Events ACT

## OFFICIAL

Hi Kristen,
I have not received any responses from you to my emails.

Could you please provide the amended invoice and current liability insurance? Please use the entity name and ABN number in the invoice according to the Deed of Grant.

Thank you.
Kind regards,
Inessa Makeeva
Finance \& Business Services Officer | Finance and Business Services Unit
Economic Development ] Chief Minister, Treasury and Economic Development Directorate [ ACT Government
Email:Inessa.Makeeva@act.gov.au
Level 3, Canberra Nara Centre, 3 Constitution Avenue | GPO Box 158 Canberra ACT $2601 \mid$ http://www.cmtedd.act.gov.au

From: Makeeva, Inessa [Inessa.Makeeva@act.gov.au](mailto:Inessa.Makeeva@act.gov.au) On Behalf Of Economic Development Business Services
Sent: Tuesday, 30 March 2021 2:31 PM
To: Economic Development Business Services [EconomicDevelopmentBusinessServices@act.gov.au](mailto:EconomicDevelopmentBusinessServices@act.gov.au);
'kristen@blackbetty.net.au' [kristen@blackbetty.net.au](mailto:kristen@blackbetty.net.au)
Cc: Rolfe, Vivienne < Vivienne.Rolfe@act.gov.au>
Subject: RE: Invoice INV-0163 from Black Betty Productions Pty Ltd for Events ACT

Hi Kristen,

I hope you are well.

Just a friendly reminder that we have not yet received the amended invoice and current liability insurance from you. Could you please send these documents to us asap?
Please use the entity name and ABN number in the invoice according to the Deed of Grant.

Thank you.

Regards,

Inessa Makeeva
Finance \& Business Services Officer | Finance and Business Services Unit
Economic Development | Chief Minister, Treasury and Economic Development Directorate | ACT Government
Email: Inessa.Makeeva@act.gov.au
Level 3, Canberra Nara Centre, 3 Constitution Avenue | GPO Box 158 Canberra ACT 2601 | http://www.cmtedd.act.gov.au

From: Makeeva, Inessa [Inessa.Makeeva@act.gov.au](mailto:Inessa.Makeeva@act.gov.au) On Behalf Of Economic Development Business Services
Sent: Thursday, 25 March 2021 1:58 PM
To: Economic Development Business Services [EconomicDevelopmentBusinessServices@act.gov.au](mailto:EconomicDevelopmentBusinessServices@act.gov.au);
'kristen@blackbetty.net.au' [kristen@blackbetty.net.au](mailto:kristen@blackbetty.net.au)
Subject: RE: Invoice INV-0163 from Black Betty Productions Pty Ltd for Events ACT
OFFICIAL

Hi Kristen,

Could you please send a current liability insurance?

Thank you.

Regards,

Inessa Makeeva
Finance \& Business Services Officer | Finance and Business Services Unit
Economic Development | Chief Minister, Treasury and Economic Development Directorate | ACT Government
Email: Inessa.Makeeva@act.gov.au
Level 3, Canberra Nara Centre, 3 Constitution Avenue | GPO Box 158 Canberra ACT 2601 | http://www.cmtedd.act.gov.au

From: Makeeva, Inessa [Inessa.Makeeva@act.gov.au](mailto:Inessa.Makeeva@act.gov.au) On Behalf Of Economic Development Business Services
Sent: Thursday, 25 March 2021 9:39 AM
To: 'kristen@blackbetty.net.au' [kristen@blackbetty.net.au](mailto:kristen@blackbetty.net.au)
Cc: Economic Development Business Services [EconomicDevelopmentBusinessServices@act.gov.au](mailto:EconomicDevelopmentBusinessServices@act.gov.au)
Subject: RE: Invoice INV-0163 from Black Betty Productions Pty Ltd for Events ACT
OFFICIAL

Hi Kristen,

Could you please amend the invoice and send to me? You are not registered GST.

A entratian Govervamel Aewr ation livilent Rapery


## Current details for ABN 84641379813

Current detaits Restorical detalis

| Eli ABN details |  |
| :---: | :---: |
| Entry name |  |
| anvstitus: |  |
| Envityrype | Stime fammits |
| Goods a Services tax (GSt): | 4 4t flurn |
| Mein buiness focation: |  |

Thank you.

Regards,

Inessa Makeeva
Finance \& Business Services Officer | Finance and Business Services Unit
Economic Development | Chief Minister, Treasury and Economic Development Directorate | ACT Government Email: Inessa.Makeeva@act.gov.au
Level 3, Canberra Nara Centre, 3 Constitution Avenue | GPO Box 158 Canberra ACT 2601 http://www.cmtedd.act.gov.au

From: Makeeva, Inessa On Behalf Of Economic Development Business Services
Sent: Tuesday, 16 March 2021 12:05 PM
To: Economic Development Business Services [EconomicDevelopmentBusinessServices@act.gov.au](mailto:EconomicDevelopmentBusinessServices@act.gov.au); kristen@blackbetty.net.au
Subject: RE: Invoice INV-0163 from Black Betty Productions Pty Ltd for Events ACT

OFFICIAL

Hi Kristen,

Thank you, I got it.

Regards,
Inessa

From: Makeeva, Inessa [Inessa.Makeeva@act.gov.au](mailto:Inessa.Makeeva@act.gov.au) On Behalf Of Economic Development Business Services
Sent: Monday, 15 March 2021 6:16 PM
To: kristen@blackbetty.net, au; Economic Development Business Services
[EconomicDevelopmentBusinessServices@act.gov.au](mailto:EconomicDevelopmentBusinessServices@act.gov.au)
Subject: RE: Invoice INV-0163 from Black Betty Productions Pty Ltd for Events ACT

OFFICIAL

Hi Kristen,

Thank you for the invoice.

Have you filled out a supplier request?

Regards,

Inessa Makeeva
Finance \& Business Services Officer | Finance and Business Services Unit
Economic Development | Chief Minister, Treasury and Economic Development Directorate | ACT Government
Email:Inessa.Makeeva@act.gov.au
Level 3, Canberra Nara Centre, 3 Constitution Avenue | GPO Box 158 Canberra ACT 2601 | http://www.cmtedd.act.gov.au

From: messaging-service@post.xero.com [messaging-service@post.xero.com](mailto:messaging-service@post.xero.com)
Sent: Thursday, 11 March 2021 2:53 PM
To: Economic Development Business Services [EconomicDevelopmentBusinessServices@act.gov.au](mailto:EconomicDevelopmentBusinessServices@act.gov.au)
Subject: Invoice INV-0163 from Black Betty Productions Pty Ltd for Events ACT

CAUTION: This email originated from outside of the ACT Government. Do not click links or open attachments unless you recognise the sender and know the content is safe.


View invoice
$\$ 18,440.40$ due 11 Apr INV-0163

Hi Chief Minister,
Here's invoice INV-0163 for AUD 18,440.40.
The amount outstanding of AUD 18,440.40 is due on 11 Apr 2021.
View your bill online:
https://in.xero.com/Dndw9ir4yQK6Td2ufKCr9TDUTqzuqFTHy5WWCXLL
From your online bill you can print a PDF, export a CSV, or create a free login and view your outstanding bills.

If you have any questions, please let us know.
Thanks,
Black Betty Productions Pty Ltd

From:
"Rolfe, Vivienne"
Sent: 19/04/2021 5:20 AM
To: "Lalor, Justin" [Justin.Lalor@act.gov.au](mailto:Justin.Lalor@act.gov.au)
Subject: FW: Wine Island Canberra
Attachments:

WINE ISLAND canberra _compressed.pdf, WINE ISLAND Canberra budget Sheet1.pdf

## OFFICIAL

Justin

This just came through from Kristen. Perhaps we can get time tomorrow to have a look.

Thanks

Viv

From: kristen@wineisland.com.au[kristen@wineisland.com.au](mailto:kristen@wineisland.com.au)
Sent: Monday, 19 April 2021 1:44 PM
To: Rolfe, Vivienne [Vivienne.Rolfe@act.gov.au](mailto:Vivienne.Rolfe@act.gov.au)
Subject: Wine Island Canberra

CAUTION: This email originated from outside of the ACT Government. Do not click links or open attachments unless you recognise the sender and know the content is safe,

HI Viv

As discussed on Friday, please find attached the Wine Island deck and budget.
I'm really sorry about the back and forth and change of mind, but with so much risk I thought it more prudent to scale back the event site and numbers to make sure I can establish this event as an annual event and then hopefully scale up into others for 2022.
I would very much appreciate your support still with the grant funding to help establish Wine Island Canberra.

Thanks again!
Kristen

Have a grape day!
Kristen


[^8]Festival Founder \& Director, Wine Island Eret Prond PO Box 945
Potts Point NSW 1335
http://wineisland.com.au

A DROP IN THE CAPITAL


VENUE<br>ASPEN ISLAND - GANBERRA<br>DATES \& TIMES Friday 12 November $=500 \mathrm{pm}$-900pm<br>Saturday 13 November $=1100 a m-3.00 \mathrm{pm}$ and 400 pm - 800 pm<br>Sunday 14 November-10.00am-200pmand 3 09pm- 700 gom

CAPACITY: $\quad 2.500$ pax $(500$ pax per session $\times 5$ sessions)
TIMKETING:
$\$ 69$ - General Admission (धA) tiokets-khown as "5 Star Tickets"-includes 5 x 30 m - wine tastings, Wine Islend glass and complimantary wine education masterclasses
\$189- VIP tickets - known as 7 Star Tickets" - Ineludes a glass of sparking in the VIP area, $12 \times$ wine tastings. Wine Island glass and complimentary wine education masterelasses, qlusat meal voucheriane accessitola restricted and premium viparea, wine island bas and Water bottle

## BARS/ ACTIVATIONS

An exativple below of Wine kslands stalls and ectivatiens each year

- $20 \times$ wine stalls
- 1xsparkling bat
- Tx cocktail bar
- Tx gin bar
- 1xrum bar
- French rose bar
- Beer \& Gider
- Da
* VIP Bar and area locered in a premaium position on the island
- Beauty Ears


## MASTERCLASSES

- Wine Selectar's Wine edveation
- Paint8.Sis
* Gim or other masterclasser


## FOOD

Food stalls onsite inelude

- Qyster bar
- Cheese bar
- Burger bar
- Seafood bar ncluding prawn and crab roils calamari fremeh fites etc
- Other het food oprtens
- Dessert bar



## Based on Wine Island Sydney

 80\% Female / 20\% MaleIn 2019 the breakdown of attendees ages are as follows:
$18-24=3 \%$
$25-34=35 \%$
$35-44=37 \%$
$45+=27 \%$

## Primary Target

35 Vear old Female

Food and wine lovers, outdoor and beach or coast dwellers / adventure types / experience seekers
25 - 55yo. Customers within this demographic represent a professional demographic

A-B Socio Economic - \$80,000+
Focus on "drives" market - $120+\mathrm{km}$ s radius of location to encourage overnight stay
Canberra and surrounds; South Coast region. Sydney and surrounds, along with interstate - specific focus will be on Sydney for overnight stays, this includes the Wine Island database / social media platform.

## GROUPS

This festival attracts a large number of group bookings specifically after the VIP experience with $25 \%$ of sales for 10+. This shows that customers want to share this experience with friends/colleagues/family and in particular celebrate occasions such as birthdays and anniversaries


## MARKETING \& PROMOTION

## PUBLIC RELATIONS

- Wine Island engages a Sydney based PR Agency Original Spin to conduct our PR campaign commencing 3 months from the event date
- Original Spin, engaged to promote the event via the media including editorials in print, online, radio and TV, also includes influencer engagement and media invitations to the event - the reach will focus on Canberra. Sydney. South Coast and surrounding areas.
- Partnerships will be sought to enhance the campaign but without exclusion including HER Canberra, Urban tist, Broadsheet Time Out, Concrete Playground etc


## MARKETING

## STRATECIC PLANNING \& MARKETINC

- The Milestone Creative team will be engaged to develop the branding, creative, content and messaging for this new event. As a new brand, these elements are vitally important to engage the existing Wine Island audience and attract new local. intrastate and interstate audiences (covid restrictions pending): ensuring the brand and the event attracts the right demographic and achieves maximum attendance:
- Host venue and destination databases
- Competitions and Promotions (radio, social media and edm databases)
- ATDW and TA Listing sites
- Wine Island Syoney database (13.500)


## Asset development

- Event Marketing Agency. Milestone, engaged to create pre-event online content including photography and videography of Canberra site and concept.


## SOCIAL MEDIA

- Social Media Manager to create strategy and content plan and deliver across all socials including Community Management EDM creation and deliverables to database including Wine Island Sydney ( 13,500 pax) and Ticketing
- Build on Wine Island Sydneys popular social interaction and create a social following with strong local imagery and experience videos, pushed through organic social content
- Paid Facebook and Instagram campaigns



## OVERNIGHT STAYS

Based on $7 \%$ of wine Island Sydney avdience coming from interstate/regional areas, we envisage the percentage of attendees to be $10 \%$ non-local, mostly from Sydney through our Wine Island Sydney-centric databases of 13,500 , as well as specific marketing tactics and promotions to drive visitors 150 kmst radius prompting overnight stay.

Our Sydney audiences are likely to travel to Canberra and spend the weekend especially if we promote other reasons to travel down the Hume such as showcase local wineries, restaurants, art galleries etc. We anticipate they will travel on Friday, attend one of the sessions across the 3 days, most likely a Saturday session, stay Saturday night and visit and explore the Canberra region on Sunday before returning home on Sunday night.

FESTIVAL TEAM
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RISK ASSESSMENT / COVID
As an outooor event there is always the risk of adverse weather if the weather forecast looks like rain the event will still go ahead Extra marguees will be brought in for a more comfortable experience for our guests. Event Ganceliation will be securrd against any force maieure that may occuras the cvent caninot be moved

A comprehensive Security and Crowd Management plan will be defivered to mitigate and control Risk. We heve gone throueh evacuations on Wine Island Sydney a couple of times now and ilm happy to report that we have evacuated all 800 patrons off the istand and onto ferries within an hour of storm warming.

1. Health and hygleme

If COVID-13 restrictions are stil in place we will enforce all guidelines to ensure a safe chvironment for guests, staff and exhibitors to. tiade/attend.
Seefollowing Covid Safety Event guidelines
Sanitiser \& hyoliene public spaces

- Atall doons spaces registration wadibathrooms

Samitiser on all tables
Requirement to wear masks (depending on current restrictions)
Sanitiser \& hygiene Exhibitors \& bars
Sanitiser at each exhibitors stall \& bar
Cesthlese sfiteme only malm withtrendsh ai no contact festival
Pens must beisanitisea by each operator
Wider aisies will be provided
2 exhibitor/bar staff per $3 \times 3 \mathrm{~m}$ or take a larger space to enable staff distancing
sump infout
Exhibitors must send Rose Ciarden a full list of stall contractors and staff
Someone from Rose Carden to be situated on the exhibitor loading entry with Qp code to ensure all individuals are registered
All exhibitors to be managed through erecentiy point
Communications (engages communeate act)
Entry signage for patroms must be read and agreed to before entering the venue
Voiceovers about cleanliness distancing allowing extra time between masterclasssessions for cieaning
Rosewarden tousend Govid Safeilnformationand rulesito all attendeesivia email pre revent
Covid safe signage throughout venue
Floor decals/props for waytindine to ensure event oroups dont gather in ingress/egress areas
Traffic and crowd management to ensuregatrons use offierent entry doors
Foyers or torlets to allow for regutar cleaning
Registration and ticketing
Rose Garden will use Festival euriency RFID wristbands These wristbands megister every attendeefincluding staff and exhibitors:
stafferign in and outidaily vta festival curiency RFID system.
All patrons are individually ticketed with data provided to Department of Health by Rose Garden in advance of the event and a list post event.
Pations data ayailable to Department of Health and Council or automatically deletec after 58 days
Food and beverage
Food will be packaged in hampers along with stallholders onsite
Each-percenils provided with a bow/plate and are served
Gach patron supplied with their own cup to use throughout the day and take home with them
Stallholders/bar operators do not touch pations glasses
Reom/site tayout
Spaces operate on 1.5 m pp $(4 \mathrm{mz})$
Tables to allow for 1.5 m spacing between patrons
Food is consumed on their own plate sitting down.
Staif
All staff undereo covid customer senvice and are ail ambossadors
-Staft standing at any checkooinis remain 1.5 m apart, however for food service and aleaning at tables they must abviously be closer to patronis They considef theil 5 mimute-timewperied for transfer

Cleanirge
All spaces are cleancd every hour all day whilst people are in the venue
This inclurdes entry doors screens, doar handles and toilets, lift or gate butions where relevant
A cono management and RSA
A big part of our risk assessment and secuity control measures are based around the resporisible service of alcohol Asideafromsecurity we employ Liquot \& Gaming Solutions to monitor and manage all RSA onsite and develop our Alcohol Management plan pre event, John Van Der Veen oversees the site with his
 based in Newrastle

1. Growd control

OUr security firm wil delivera comprehensive Crowd control plan as partof their Security Management plan speeifically for this site and event This will
thelude eAD ghewhines site capacity planhing crowd movement and manzeement plus entry and egress plans to ensure the sinooth fast and safie movement of patrons across the sitetas well as Covib safe distancing and behaviour plan

1. Slips: Trips and Falls

These will beidentifed in our Pisk Menagement plan Signage will be placed around the site advising patrons of any dangerous/uneven surfaces etc. to mitigate fisks of tripsand fatls staff will also be educated on the potential risks to helpidentify and mitigate risks and incidents onsite
(C) Black Betty Productions Pty Ltd In commercial confidence
This document is subpect to change

FESTIVAL CURRENCY
$\qquad$
$\qquad$ system then allows us to understand our users as they experience Wine Island
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## PR CAPTURE



```
WINE ISLAND CANBERRA SITE MAP
``` Draft Only










WISH YOU WERE HERE! ASPEN ISLAND, CANBERRA

For further information and pricing, please contact kristen@wineisland.com.au Schedule 2.2(a)(ii)


\begin{tabular}{ll} 
From: & "kristen@wineisland.com.au" <kristen@wineisland.com.au> \\
Sent: & \(23 / 08 / 202110: 42\) PM \\
To: & "Rolfe, Vivienne" <Vivienne.Rolfe@act.gov,au> \\
Subject: & Wine Island Canberra
\end{tabular}

CADTION: This email originated from outside of the ACT Government. Do not cliek links or open attachments unless you recognise the sender and know the content is safe.

HI Viy
Just confirming our phone conversation yesterday that I will need to postpone Wine Island Canberra due to COVID-19.
We will now reschedule to end of 2022 , but I'll let you know exact timing of this once I confirm.
Pls if you can also make out the Deed to the following company as I'm now in a Joint Venture will Mushroom Group :)
Illusive Presents
ABN 24614549389

Have a grape day!
Kristen


\section*{Kristen Francis}

Festival Founder \& Director, Wine Island PO Box 945
Potts Point NSW 1335
http//wineisland.com.au
wine_island fwineisland
We acknowledge the Gadigal people of the Eora Nation, the traditional custodians of this land on which we live and work and pay our respects to the Elders past, present and emerging.

From: "Makeeva, Inessa" <Inessa.Makeeva@act.gov.au> on behalf of "Economic Development
Business Services" <EconomicDevelopmentBusinessServices@act.gov.au>
Sent: 27/04/2021 6:17 AM
To: "Rolfe, Vivienne" <Vivienne.Rolfe@act.gov.au>;"Economic Development Business Services"
<EconomicDevelopmentBusinessServices@act.gov.au>
Subject: RE: Invoice INV-0163 from Black Betty Productions Pty Ltd for Events ACT

\section*{OFFICIAL}

Hi Viv,

Thank you for the updates.

Kind, regards,
Inessa

From: Rolfe, Vivienne <Vivienne.Rolfe@act.gov.au>
Sent: Tuesday, 27 April 2021 2:26 PM
To: Economic Development Business Services <EconomicDevelopmentBusinessServices@act.gov.au>
Subject: RE: Invoice INV-0163 from Black Betty Productions Pty Ltd for Events ACT

\section*{OFFICIAL}

Hi Inessa

I have been in discussion with Kristen. There has been some changes to their business model and event., which may mean we need another Deed signed. I am just waiting on a final update hopefully today and I will then be able share the details with you.

Thanks for following up - I will contact you once I have the information.
Thanks again
Viv

From: Makeeva, Inessa <Inessa.Makeeva@act.gov.au> On Behalf Of Economic Development Business Services
Sent: Tuesday, 27 April 2021 12:41 PM
To: Rolfe, Vivienne < Vivienne.Rolfe@act.gov.au>; Economic Development Business Services
<EconomicDevelopmentBusinessServices@act.gov.au>
Subject: RE: Invoice INV-0163 from Black Betty Productions Pty Ltd for Events ACT

\section*{OFFICIAL}

Hi Viv,
I hope you had a good weekend.
Could you please let me know if you have updates from Black Betty regarding the invoice?
Thank you.
Kind regards,

From: Rolfe, Vivienne < Vivienne.Rolfe@act.gov.au>
Sent: Friday, 16 April 2021 9:59 AM
To: Economic Development Business Services <EconomicDevelopmentBusinessServices@act.gov.au>
Subject: RE: Invoice INV-0163 from Black Betty Productions Pty Ltd for Events ACT

\section*{OFFICIAL}

Hi Inessa

Hope you've had a good week.

I have spoken to Kristen and she is looking at some changes to her event offering so we are holding on her sending an invoice. She is sending me more details on Monday. I will keep you posted.

Thanks

Viv

From: Makeeva, Inessa <Inessa.Makeeva@act.gov.au> On Behalf Of Economic Development Business Services Sent: Tuesday, 13 April 2021 12:18 PM
To: Economic Development Business Services <EconomicDevelopmentBusinessServices@act.gov.au>;
'kristen@blackbetty.net.au' <kristen@blackbetty.net.au>; kristen@wineisland.com.au
Cc: Rolfe, Vivienne < Vivienne.Rolfe@act.gov.au>
Subject: RE: Invoice INV-0163 from Black Betty Productions Pty Ltd for Events ACT
OFFICIAL

Hi Kristen,

I have not received any responses from you to my emails.

Could you please provide the amended invoice and current liability insurance? Please use the entity name and ABN number in the invoice according to the Deed of Grant.

Thank you.

Kind regards,

Inessa Makeeva
Finance \& Business Services Officer | Finance and Business Services Unit
Economic Development | Chief Minister, Treasury and Economic Development Directorate | ACT Government
Email: Inessa.Makeeva@act.gov.au
Level 3, Canberra Nara Centre, 3 Constitution Avenue | GPO Box 158 Canberra ACT 2601 | http://www.cmtedd.act.gov.au

From: Makeeva, Inessa <Inessa.Makeeva@act.gov.au> On Behalf Of Economic Development Business Services
Sent: Tuesday, 30 March 2021 2:31 PM
To: Economic Development Business Services <EconomicDevelopmentBusinessServices@act.gov.au>;
'kristen@blackbetty.net.au' <kristen@blackbetty.net.au>

Cc: Rolfe, Vivienne < Vivienne.Rolfe@act.gov.au>
Subject: RE: Invoice INV-0163 from Black Betty Productions Pty Ltd for Events ACT

\section*{OFFICIAL}

Hi Kristen,

I hope you are well.
Just a friendly reminder that we have not yet received the amended invoice and current liability insurance from you. Could you please send these documents to us asap?
Please use the entity name and ABN number in the invoice according to the Deed of Grant.

Thank you.
Regards,

Inessa Makeeva
Finance \& Business Services Officer | Finance and Business Services Unit
Economic Development | Chief Minister, Treasury and Economic Development Directorate | ACT Government Email: Inessa.Makeeva@act.gov.au
Level 3, Canberra Nara Centre, 3 Constitution Avenue | GPO Box 158 Canberra ACT 2601 | http://www.cmtedd.act.gov.au

From: Makeeva, Inessa <Inessa.Makeeva@act.gov.au> On Behalf Of Economic Development Business Services
Sent: Thursday, 25 March 2021 1:58 PM
To: Economic Development Business Services <EconomicDevelopmentBusinessServices@act.gov.au>;
'kristen@blackbetty.net.au' <kristen@blackbetty.net.au>
Subject: RE: Invoice INV-0163 from Black Betty Productions Pty Ltd for Events ACT

\section*{OFFICIAL}

Hi Kristen,
Could you please send a current liability insurance?
Thank you.

Regards,

Inessa Makeeva
Finance \& Business Services Officer | Finance and Business Services Unit
Economic Development | Chief Minister, Treasury and Economic Development Directorate | ACT Government
Email:Inessa.Makeeva@act.gov.au
Level 3, Canberra Nara Centre, 3 Constitution Avenue | GPO Box 158 Canberra ACT 2601 | http://www.cmtedd.act.gov.au

From: Makeeva, Inessa <Inessa.Makeeva@act.gov.au> On Behalf Of Economic Development Business Services
Sent: Thursday, 25 March 2021 9:39 AM
To: 'kristen@blackbetty.net.au' <kristen@blackbetty.net.au>
Cc: Economic Development Business Services <EconomicDevelopmentBusinessServices@act.gov.au>
Subject: RE: Invoice INV-0163 from Black Betty Productions Pty Ltd for Events ACT
OFFICIAL

Hi Kristen,

Could you please amend the invoice and send to me? You are not registered GST.


\section*{Current details for ABN 84641379813}
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Current details Htsorical itetaits

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\begin{tabular}{|c|c|}
\hline E ABN details & \\
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\hline
\end{tabular}

Thank you.

Regards,

Inessa Makeeva
Finance \& Business Services Officer | Finance and Business Services Unit
Economic Development I Chief Minister, Treasury and Economic Development Directorate | ACT Government
Email: Inessa.Makeeva@act.gov.au
Level 3, Canberra Nara Centre, 3 Constitution Avenue | GPO Box 158 Canberra ACT 2601 | http://www.cmtedd.act.gov.au

From: Makeeva, Inessa On Behalf Of Economic Development Business Services
Sent: Tuesday, 16 March 2021 12:05 PM
To: Economic Development Business Services <EconomicDevelopmentBusinessServices@act.gov.au>; kristen@blackbetty.net.au
Subject: RE: Invoice INV-0163 from Black Betty Productions Pty Ltd for Events ACT

\section*{OFFICIAL}

Hi Kristen,

Thank you, I got it.
Regards,
Inessa

From: Makeeva, Inessa < Inessa. Makeeva@act.gov.au> On Behalf Of Economic Development Business Services
Sent: Monday, 15 March 2021 6:16 PM
To: kristen@blackbetty.net.au; Economic Development Business Services
<EconomicDevelopmentBusinessServices@act.gov.au>
Subject: RE: Invoice INV-0163 from Black Betty Productions Pty Ltd for Events ACT

OFFICIAL

Hi Kristen,

Thank you for the invoice.
Have you filled out a supplier request?
Regards,

Inessa Makeeva
Finance \& Business Services Officer | Finance and Business Services Unit
Economic Development | Chief Minister, Treasury and Economic Development Directorate | ACT Government
Email:Inessa.Makeeva@act.goviau
Level 3, Canberra Nara Centre, 3 Constitution Avenue / GPO Box 158 Canberra ACT \(2601 / \mathrm{http} / / / \mathrm{www} . \mathrm{cm}\) tedd.act.gov.au

From: messaging-service@post.xero.com <messaging-service@post.xero.com>
Sent: Thursday, 11 March 2021 2:53 PM
To: Economic Development Business Services <EconomicDevelopmentBusinessServices@act.gov.au>
Subject: Invoice INV-0163 from Black Betty Productions Pty Ltd for Events ACT
GAUTION: This email originated from outside of the ACT Government. Do not click links or open attachments unless you recognise the sender and know the content is safe.


View invoice

Hi Chief Minister,
Here's invoice INV-0163 for AUD 18,440.40.
The amount outstanding of AUD 18,440.40 is due on 11 Apr 2021.
View your bill online:
https://in.xero.com/Dndw9ir4yQK6Td2ufKCr9TDUTqzuqFTHy5WWCXLL
From your online bill you can print a PDF, export a CSV, or create a free login and view your outstanding bills.

If you have any questions, please let us know.
Thanks,
Black Betty Productions Pty Ltd
\begin{tabular}{ll} 
From: & "kristen@wineisland.com.au" <kristen@wineisland.com.au> \\
Sent: & \(03 / 05 / 2021\) 7:46 AM \\
To: & "Rolfe, Vivienne" <Vivienne.Rolfe@act.gov.au> \\
Subject: & Fwd: Wine Island Canberra \\
Attachments: & Letter of Support.docx
\end{tabular}

CAUTION: This email originated from outside of the ACT Government. Do not click links or open attachments unless you recognise the sender and know the content is safe.

Hi Viv
Pls see below!
Cheers
Kristen

Begin forwarded message:
From: Suzanne Hannema < Suzanne.Hannema@nca.gov.au> Subject: RE: Wine Island Canberra
Date: 3 May 2021 at 2:08:14 pm AEST
To: "kristen@wineisland.com.au " \(<\) kristen@wineisland.com.au \(>\)

Australian Government
National Capital Authority

\section*{To Whom It May Concern}

We've had the pleasure of discussing the possibility of a series of Food and Wine events for Canberra with Wine Island Festival founder and director, Kristen Francis that would occur at various locations within the NCA Estate, including Aspen Island in November 2021. Ms Francis is an experienced event producer, delivering a high-end event each year in Sydney that sells out annually. The possibility of Canberra hosting a similar event is very interesting to the NCA. Over the past year, Kristen has been in discussions with local wine producers (both Canberra and Murrumbateman) and other purveyors as well as hiring a local events team to ensure local businesses and local employment are supported.

Ms Francis has assembled and presented the series events in a professional manner and the NCA look forward to working with her and her team to bring her Food and Wine events to Canberra in 2021.

Regards
Scheove 22(a)(I)

Suzanne Hannema
Director, National Capital Activations \& Events
3 May 2021

From: "Rolfe, Vivienne"
Sent: 04/05/2021 12:26 AM
To: "Hasan, Farzana" <Farzana.Hasan@act.gov.au>
Cc: \(\quad\) "Economic Development Business Services"
<EconomicDevelopmentBusinessServices@act.gov.au>
Subject: RE: Bill INV-0163 from Black Betty Productions Pty Ltd is due

\section*{OFFICIAL}

\section*{Hi Farzana}

Thanks for that - there was a Deed executed, however that is now void as it was a different entity. So yes we will need to terminate that Deed and I will draft a new one.

What is the process for terminating the Deed?

Thanks

Viv

From: Hasan, Farzana <Farzana.Hasan@act.gov.au>
Sent: Tuesday, 4 May 2021 9:55 AM
To: Rolfe, Vivienne <Vivienne.Rolfe@act.gov.au>
Cc: Economic Development Business Services <EconomicDevelopmentBusinessServices@act.gov.au>; Browne, Ethan
<Ethan.Browne@act.gov.au>
Subject: RE: Bill INV-0163 from Black Betty Productions Pty Ltd is due

\section*{OFFICIAL}

Hi Viv

Just to clarify few things in Inessa's absence-
1. Was the first deed executed? We need to terminate that deed in that case.
2. If the first deed was executed, was it possible to do a variation instead of creating a new deed?

Apologies if you have discussed this with Inessa already.

Thanks

Farzana Hasan
Senior Business Services Officer | Finance and Business Services Unit
Economic Development | Chief Minister, Treasury and Economic Development Directorate [ ACT Government
Phone: 0262070155 | Email: EconomicDevelopment BusinessServices@act.gov.au
Level 3, Canberra Nara Centre, 3 Constitution Avenue | GPO Box 158 Canberra ACT 2601 | http://www.cmtedd.act.gov.au

From: Rolfe, Vivienne < Vivienne.Rolfe@act.gov.au>
Sent: Tuesday, 4 May 2021 9:51 AM
To: Economic Development Business Services <EconomicDevelopmentBusinessServices@act.gov.au>
Cc: Hasan, Farzana <Farzana.Hasan@act.gov.au>
Subject: RE: Bill INV-0163 from Black Betty Productions Pty Ltd is due

Thanks for following up. I am currently updating the Deed to reflect some recent changes. I will copy you in today when I send it out. We will not be lodging the invoice for payment until the Deed is signed. I will advise them,

Thanks

Viv

From: Romero, Ramona <Ramona.Romero@act.gov.au> On Behalf Of Economic Development Business Services
Sent: Monday, 3 May 2021 4:12 PM
To: Rolfe, Vivienne <Vivienne.Rolfe@act.gov.au>
Cc: Economic Development Business Services <EconomicDevelopmentBusinessServices@act.gov.au>; Hasan, Farzana <Farzana.Hasan@act.gov.au>
Subject: FW: Bill INV-0163 from Black Betty Productions Pty Ltd is due
Hi Viv,

We received the invoice below from Black Betty Productions Pty Ltd.
Can you please advise how to proceed?
I believe you told Inessa that there may be some changes in the deed and wait for your advice?
Thank you,
Kind regards,

Ramona Romero
Finance \& Business Services Officer | Finance and Business Services Unit
Economic Development | Chief Minister, Treasury and Economic Development Directorate | ACT Government Phone: 0262075257 | Email: ramona.romero@act.gov.au
Level 3, 220 London Circuit | GPO Box 158 Canberra ACT 2601 | http://www.cmtedd.act.gov.au

From: invoicereminders@post.xero.com <invoicereminders@post.xero.com>
Sent: Saturday, 1 May 2021 6:30 AM
To: Economic Development Business Services <EconomicDevelopmentBusinessServices@act.gov.au>
Subject: Bill INV-0163 from Black Betty Productions Pty Ltd is due

CAUTION: This email originated from outside of the ACT Government. Do not click links or open attachments unless you recognise the sender and know the content is safe.
```

Vrew invoice
18,440.40 due 11 Apr 2021
INV-0163

```

Hi Chief Minister,
Thanks for working with us. Your bill for \(\$ 18,440.40\) was due on 11 Apr 2021.
If you've already paid it, please ignore this email and sorry for bothering you. If you've
not paid it, please do so as soon as possible.
To view your bill visit
https://in.xero.com/SvV4hUUheZ10a9mYezUQdp2UH8wUnedW312FodMJ.
If you've got any questions, or want to arrange alternative payment don't hesitate to get in touch.

Thanks
Black Betty Productions Pty Ltd

\footnotetext{
\({ }^{\boxed{0}}\) Download PDF
}

From: "Rolfe, Vivienne"
Sent:
04/05/2021 2:16 AM
To:
"Hasan, Farzana" <Farzana.Hasan@act.gov.au>
Cc:
"Economic Development Business Services"
<EconomicDevelopmentBusinessServices@act.gov.au>
Subject:
re: Deed for termination
Attachments: ACTEF210001800-ACT Event Fund 2021 - Black Betty -Milestone Deed - to be terminated.pdf

\section*{OFFICIAL}

Hi Farzana
Copy of Deed for termination for your records.

Thanks

Viv

Vivienne Rolfe| Senior Officer, Event Development
Phone: 02 62054324: Mobile 0466327 635| Email: vivienne.rolfe@act.gov.au Events ACT | Chief Minister, Treasury and Economic Development Directorate | ACT Government
Level 3, 220 London Circuit, Canberra City 2601 | GPO Box 158 Canberra ACT 2601 | www.events.act.gov.au

I acknowledge the traditional custodians of the ACT the Ngunnawal people, and their continuing connection to land and community. I pay my respect to them, and to the Elders both past and present
\begin{tabular}{ll} 
From: & "Rolfe, Vivienne" \\
Sent: & \(11 / 05 / 202112: 46\) AM \\
To: & "kristen@wineisland.com.au" <kristen@wineisland.com.au> \\
Cc: & "Economic Development Business Services" \\
<EconomicDevelopmentBusinessServices@act.gov.au>;"Hasan, Farzana" <Farzana.Hasan@act.gov.au>;"Makeeva, \\
Inessa" <Inessa.Makeeva@act.gov.au> \\
Subject: & RE: Deed for Signature - Black Betty Productions - Wine Island Canberra
\end{tabular}

\section*{OFFICIAL}

Thanks Kristen

Can you please send through a copy of your Public Liability Insurance and an updated invoice please? Invoice -0163 references Rose Garden, so that will need to be cancelled and if you can please re-issue.

Let me know if you have any questions.

Thanks

Viv

From: kristen@wineisland.com.au <kristen@wineisland.com.au>
Sent: Monday, 10 May 2021 6:11 PM
To: Rolfe, Vivienne <Vivienne.Rolfe@act.gov.au>
Cc: Economic Development Business Services <EconomicDevelopmentBusinessServices@act.gov.au>; Hasan, Farzana <Farzana.Hasan@act.gov.au>
Subject: Re: Deed for Signature - Black Betty Productions - Wine Island Canberra

CAUTION: This email originated from outside of the ACT Government. Do not click links or open attachments unless you recognise the sender and know the content is safe.

Hi Viv

See attached signed deed!

Let me know if you need anything else.

Cheers
Kristen

On 7 May 2021, at 3:46 pm, Rolfe, Vivienne < Vivienne.Rolfe@act.gov.au> wrote:

OFFICIAL

Hi Kristen

Just checking - did you get the updated Deed? You will also receive a Termination letter for the signed Deed to close of that process.

Let me know if you have any questions.

Have a great weekend.

\section*{Viv}

Vivienne Rolfe| Senior Officer, Event Development
Phone: 02 62054324: Mobile 0466327 635| Email: vivienne.rolfe@act.gov.au
Events ACT | Chief Minister, Treasury and Economic Development Directorate | ACT Government Level 3, 220 London Circuit, Canberra City 2601 | GPO Box 158 Canberra ACT 2601 | www.events.act.gov.au <image001.png>

From: kristen@wineisland.com.au <kristen@wineisland.com.au>
Sent: Tuesday, 4 May 2021 4:21 PM
To: Rolfe, Vivienne < Vivienne.Rolfe@act.gov.au>
Cc: Economic Development Business Services < EconomicDevelopmentBusinessServices@act.gov.au>; Hasan, Farzana <Farzana.Hasan@act.gov.au>
Subject: Re: Deed for Signature - Black Betty Productions - Wine Island Canberra
CAUTION: This email originated from outside of the ACT Government. Do not click links or open attachments unless you recognise the sender and know the content is safe.

Hi Viv
See below as last email bounced back

BLACK BETTY PRODUCTIONS PTY LTD
ABN 31603135182

On 4 May 2021, at 2:02 pm, Rolfe, Vivienne < Vivienne.Rolfe@act.gov.au> wrote:

OFFICIAL

Good afternoon Kristen

Please find attached the updated Deed for your signature as discussed. We will not be able to process your invoice until the Deed has been signed. Can you also please send through a copy of your Public Liability Certificate when you returned the signed Deed..

Please let me know if you have any questions.
Kind regards

Viv

Vivienne Rolfe| Senior Officer, Event Development
Phone: 02 62054324: Mobile 0466327 635| Email: vivienne.rolfe@act.gov.au
Events ACT | Chief Minister, Treasury and Economic Development Directorate | ACT
Government

This email, and any attachments, may be confidential and also privileged. If you are not the intended recipient, please notify the sender and delete all copies of this transmission along with any attachments immediately. You should not copy or use it for any purpose, nor disclose its contents to any other person.
<ACTEF210001800-ACT Event Fund 2021 - Black Betty Productions Pty Ltd - Deed.pdf>

From: "Rolfe, Vivienne"

Sent: 11/05/2021 3:31 AM
To:
"Triffitt, Ross" <Ross.Triffitt@act.gov.au>
Cc: "Kovacevic, Anita" <Anita.Kovacevic@act.gov.au>
Subject: FW: Deed for Signature - Black Betty Productions - Wine Island Canberra
Attachments:

Hi Ross

Could you please countersigned the attached deed and return? You may recall signing a Deed already for Black Betty - they made some changes to their event offering and their partnership setup. The previous Deed has been terminated in consultation with the FaBS team.

Thank you

Viv

From: kristen@wineisland.com.au <kristen@wineisland.com.au>
Sent: Monday, 10 May 2021 6:11 PM
To: Rolfe, Vivienne <Vivienne.Rolfe@act.gov.au>
Cc: Economic Development Business Services <EconomicDevelopmentBusinessServices@act.gov.au>; Hasan, Farzana
<Farzana.Hasan@act.gov.au>
Subject: Re: Deed for Signature - Black Betty Productions - Wine Island Canberra

CAUTION: This email originated from outside of the ACT Government. Do not click links or open attachments unless you recognise the sender and know the content is safe.

Hi Viv

See attached signed deed!

Let me know if you need anything else.

Cheers
Kristen

On 7 May 2021, at 3:46 pm, Rolfe, Vivienne < Vivienne.Rolfe@act.gov.au> wrote:

\section*{OFFICIAL}

Hi Kristen

Just checking - did you get the updated Deed? You will also receive a Termination letter for the signed Deed to close of that process.

Let me know if you have any questions.

Have a great weekend.

Thanks

Vivienne Rolfe|Senior Officer, Event Development Phone: 02 62054324: Mobile 0466327 635| Email: vivienne.rolfe@act.gov.au
Events ACT | Chief Minister, Treasury and Economic Development Directorate | ACT Government Level 3, 220 London Circuit, Canberra City 2601 | GPO Box 158 Canberra ACT 2601 | www.events.act.gov.au <image001.png>

From: kristen@wineisland.com.au <kristen@wineisland.com.au>
Sent: Tuesday, 4 May 2021 4:21 PM
To: Rolfe, Vivienne < Vivienne.Rolfe@act.gov.au>
Cc: Economic Development Business Services <EconomicDevelopmentBusinessServices@act.gov.au>; Hasan, Farzana <Farzana.Hasan@act.gov.au>
Subject: Re: Deed for Signature - Black Betty Productions - Wine Island Canberra

CAUTION: This email originated from outside of the ACT Government. Do not click links or open attachments unless you recognise the sender and know the content is safe.

Hi Viv

See below as last email bounced back

BLACK BETTY PRODUCTIONS PTY LTD
ABN 31603135182

On 4 May 2021, at 2:02 pm, Rolfe, Vivienne < Vivienne.Rolfe@act.gov.au> wrote:

OFFICIAL

Good afternoon Kristen

Please find attached the updated Deed for your signature as discussed. We will not be able to process your invoice until the Deed has been signed. Can you also please send through a copy of your Public Liability Certificate when you returned the signed Deed..

Please let me know if you have any questions.
Kind regards

Viv

Vivienne Rolfe|Senior Officer, Event Development
Phone: 02 62054324: Mobile 0466327 635| Email: vivienne.rolfe@act.gov.au
Events ACT | Chief Minister, Treasury and Economic Development Directorate | ACT
Government
Level 3, 220 London Circuit, Canberra City 2601 | GPO Box 158 Canberra ACT 2601
| www.events.act.gov.au

This email, and any attachments, may be confidential and also privileged. If you are not the intended recipient, please notify the sender and delete all copies of this transmission along with any attachments immediately. You should not copy or use it for any purpose, nor disclose its contents to any other person.
<ACTEF210001800 - ACT Event Fund 2021 - Black Betty Productions Pty Ltd - Deed.pdf>

AUSTRALIAN CAPITAL TERRITORY

\section*{Deed of Grant}
\begin{tabular}{|c|c|}
\hline Dated & 11 May 2021 (Events ACT to date) \\
\hline \multirow[t]{4}{*}{Parties} & AUSTRALIAN CAPITAL TERRITORY \\
\hline & BLACK BETTY PRODUCTIONS PTY LTD \\
\hline & ABN: 31603135182 \\
\hline & ACT EVENT FUND 2021 \\
\hline \multirow[t]{3}{*}{Prepared by} & \begin{tabular}{l}
Events ACT \\
Chief Minister, Treasury, and Economic Development Directorate
\end{tabular} \\
\hline & GPO Box 158 CANBERRA ACT 2601 \\
\hline & Ph: (02) 62050666
Ref: ACTEF210001800 \\
\hline Version & May 2021 \\
\hline
\end{tabular}

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PARTIES: AUSTRALIAN CAPITAL TERRITORY, the body politic established by section 7 of the Australian Capital Territory (SelfGovernment) Act 1988 (Cwlth) (Territory) represented by Events ACT of the Chief Minister, Treasury and Economic Development Directorate.

\section*{Black Betty Productions Pty Ltd.}

ABN: 31603135182 of

\section*{Schedule 2.2(a)(ii)}
(Recipient).

\section*{BACKGROUND}

The Territory has agreed to make and the Recipient has agreed to accept the Grant for the purpose of the Funded Activity on the terms and conditions of this Deed.

IT IS AGREED by the parties as follows.

\section*{1. Interpretation}

\subsection*{1.1 Definitions}

The following definitions apply in this Deed, unless the context otherwise requires.
\begin{tabular}{ll} 
ABN & \begin{tabular}{l} 
has the same meaning as in the A New Tax System \\
(Australian Business Number) Act 1999 (Cwlth).
\end{tabular} \\
Contact Officer & \begin{tabular}{l} 
means, in relation to each party, the representatives \\
whose names and contact details are specified in \\
Item 1 Schedule 1, or as notified in writing from time \\
to time by one party to the other.
\end{tabular} \\
Funded Activity & \begin{tabular}{l} 
means the activity described in Schedule 2.
\end{tabular} \\
Grant & \begin{tabular}{l} 
means the amount specified in Item 3 Schedule 1 and \\
any interest accruing on that amount after it has been \\
paid to the Recipient.
\end{tabular} \\
Grant Material \(\quad\)\begin{tabular}{l} 
means all material created, written or otherwise \\
brought into existence as part of, or for the purpose of \\
carrying out the Funded Activity including all reports \\
(whether in draft or final form), documents, equipment, \\
information and data stored by any means.
\end{tabular} \\
Grant Period & \begin{tabular}{l} 
means the period specified in Item 2 Schedule 1, and \\
if extended, the initial period and the extended period.
\end{tabular} \\
GST & \begin{tabular}{l} 
has the same meaning as it has in the GST Act.
\end{tabular} \\
\hline
\end{tabular}

GST Act

Invoice
means the A New Tax System (Goods and Services Tax) Act 1999 (Cwlth).
means an invoice that:
(1) if GST is payable in respect of any taxable supply made under this Deed, is a valid tax invoice for the purposes of the GST Act;
(2) clearly sets out the details of the Funded Activity undertaken or to be undertaken and the amount that is due for payment, is correctly calculated and is in respect of the Funded Activity;
(3) sets out or is accompanied by any other details or reports required under this Deed; and
(4) is rendered at the times specified in Item 4 Schedule 1 (if any) and addressed to the Territory's Contract Officer.

Special Condition means any provision set out in Schedule 3.
Territory means:
(1) when used in a geographical sense, the Australian Capital Territory; and
(2) when used in any other sense, the body politic established by section 7 of the Australian Capital Territory (Self-Government) Act 1988 (Cwlth).

\subsection*{1.2 General}

In this Deed, unless a contrary intention is expressed:
(1) references to "Recipient" includes any employees, agents or subcontractors of the Recipient;
(2) references to legislation or to provisions in legislation include references to amendments or re-enactments of them and to all regulations and instruments issued under the legislation;
(3) words importing a gender include the others; words in the singular number include the plural and vice versa; and where a word or phrase is given a particular meaning, other parts of speech and grammatical forms of that word or phrase have corresponding meanings;
(4) "include" is not to be construed as a word of limitation;
(5) headings have no effect on the interpretation of the provisions; and
(6) an obligation imposed by this Deed on more than one person binds them jointly and severally.

\section*{2. Payment and Use of Grant}

\subsection*{2.1 Payment of Grant}

The Territory must pay the Recipient the Grant following its receipt of an Invoice and otherwise in accordance with Item 4 Schedule 1.

\subsection*{2.2 Use of Grant}

The Recipient must:
(1) use the Grant only for the Funded Activity;
(2) undertake the Funded Activity diligently and otherwise in accordance with this Deed; and
(3) complete the Funded Activity by the end of the Grant Period.

\section*{3. Grant Period}

This Deed is for the Grant Period unless extended or terminated under the provisions of this Deed.

\section*{4. Separate accounting for Grant}

\subsection*{4.1 Separately account for Grant}

The Recipient must:
(1) within its accounting system, account for the Grant separately from any other funds of the Recipient; and
(2) if required by the Territory, deposit and hold in a separate bank account the Grant on trust for the Territory.

\subsection*{4.2 Bank account}

If the Recipient is required to maintain a separate bank account under clause 4.1(2), the Recipient must:
(1) promptly notify the Territory of:
(a) the details of that account, and
(b) any change to that account.
(2) not cause or allow any funds other than the Grant to be deposited into that account.

\section*{5. GST}

If the Recipient is registered under the GST Act, the Territory will, on receipt of an Invoice, pay to the Recipient an amount equal to the GST under the GST Act lawfully payable by the Recipient in respect of supplies to the Territory that are taxable supplies under the GST Act.

\section*{6. Records}

\subsection*{6.1 Obligation to keep records}

The Recipient must:
keep all records necessary to substantiate expenditure of the Grant in compliance with applicable laws;
(2) provide a complete and detailed record and explanation of:
(a) expenditure of the Grant,
(b) other money received and spent on the Funded Activity,
(c) the progress of the Funded Activity, and
(d) any other records in respect of the Funded Activity, that the Territory may reasonably require from time to time; and
(3) retain the records referred to in this clause for at least 7 years following the completion of the Funded Activity or the expiration or termination of this Deed, whichever occurs first.

\subsection*{6.2 Access}
(1) To audit the Recipient's compliance with this Deed, the Territory may, at reasonable times and on reasonable notice, enter the Recipient's premises and inspect the records kept by the Recipient and the progress of the Funded Activity.
(2) The Recipient must:
(a) give the Territory access to those facilities and such assistance as may reasonably be necessary to enable the Territory to conduct an audit under clause \(6.2(1)\), and
(b) permit the Territory, at its own cost, to take copies of any records which it reasonably considers relevant to its audit.

\subsection*{6.3 Territory's Auditor-General}

Any of the Territory's rights under this clause 6 may be exercised by the Territory's Auditor-General, her delegate or any relevantly qualified person engaged to perform any functions of the Auditor-General.

\section*{7. Reporting of progress and expenditure}

\subsection*{7.1 Notifications}

The Recipient must keep the Territory reasonably informed about all matters which are likely to materially and adversely affect the timing, scope or cost of the Funded Activity or the Recipient's ability to carry on or complete the Funded Activity in accordance with this Deed.

\section*{8. Acknowledgement of Funding}

\subsection*{8.1 Acknowledgement of Territory support}

The Recipient must in relation to the Funded Activity:
(1) acknowledge the support of the Territory in any public event, media release or media coverage; and
(2) include an acknowledgement in the form set out in Item 3 Schedule 3 in all documents, brochures, books, articles, newsletters, other artistic works or literary works or advertising.

\subsection*{8.2 Other obligations}

The Recipient must:
(1) in relation to the material referred to in clause \(8.1(2)\), promptly provide to the Territory:
(a) if requested by the Territory, a draft of that material at least 10 days prior to publishing or printing, and
(b) a copy of that material; and
(2) on reasonable notice, invite the Territory to participate in any public event, media release or media coverage related to the Funded Activity.

\section*{9. Intellectual Property Rights}

\subsection*{9.1 Ownership of Grant Material}

Ownership of all Grant Material, including any intellectual property rights, vests on its creation in the Recipient.

\subsection*{9.2 Licence to Territory}

The Recipient grants to the Territory an irrevocable, non-exclusive, royalty-free licence to use the intellectual property in the Grant Material.

\subsection*{9.3 Meaning of "use"}

For the purpose of clause 9, "use" includes supply, reproduce, publish, perform, communicate, broadcast, adapt and copy.

\section*{10. Insurance and Indemnity}

\subsection*{10.1 Recipient's insurance}

The Recipient must effect and maintain for the Grant Period:
(1) all insurance coverage required by it by law;
(2) public liability insurance with coverage in the amount of not less than the amount specified in Item 9 Schedule \(\mathbf{1}\) in respect of each claim, including voluntary workers insurance cover if volunteers are engaged by the Recipient; and
(3) any other insurance specified in Item 9 Schedule 1,
with an insurer having a Standard and Poor's or Best's Rating A- or better and must produce evidence of that insurance as required by the Territory.

\subsection*{10.2 Indemnity}

The Recipient indemnifies the Territory, its employees and agents against liability in respect of all claims, costs and expenses in relation to all loss, damage, injury or death to persons or property caused by the Recipient, its employees, agents or contractors in connection with the use of the Grant or the conduct of the Funded Activity except to the extent that the Territory caused the relevant loss, damage or injury.

\section*{11. Termination of Grant}

\subsection*{11.1 Breach}

The Territory may terminate this Deed at any time by written notice to the Recipient, if the Recipient:
(1) is or becomes bankrupt or insolvent, enters into voluntary administration or makes any arrangement with its creditors or takes advantage of any statute for the relief of insolvent debtors;
(2) fails to:
(a) commence the Funded Activity in a timely manner,
(b) undertake the Funded Activity diligently, or
(c) meet any timeframes specified in this Deed; or
(3) commits any other breach of a provision of this Deed, where that breach:
(a) if capable of being remedied, is not remedied within the period specified in a written notice by the Territory, or
(b) is not capable of being remedied.

\subsection*{11.2 Termination or reduction of funding for any reason}

The Territory may, at any time by written notice to the Recipient, terminate this Deed or reduce the funding for the Funded Activity for any reason, and in that event the Recipient must:
(1) in the event of termination, comply with the notice and clause 12; or
(2) in the event of a reduction in funding, continue to undertake the Funded Activity in accordance with the notice.

\subsection*{11.3 No prejudice}

Nothing in this clause \(\mathbf{1 1}\) prejudices any other rights or remedies of the Territory in respect of any breach of this Deed.

\section*{12. Refund of Grant}

\subsection*{12.1 Repayment of unacquitted funds}

At the end of the Grant Period, or earlier termination of this Deed, the Recipient must:
(1) unless otherwise required under this Deed, within 30 days, provide the Territory with a statement of expenditure of the whole of the Grant; and
(2) promptly repay any or all of the Grant that remains unacquitted.

\subsection*{12.2 Meaning of unacquitted funds}

For the purposes of clause 12.1, the Grant remains unacquitted if it:
(1) is not spent and is not contractually committed to be spent; or
(2) has been spent in breach of this Deed.

\section*{13. Dispute Resolution}

\subsection*{13.1 Negotiation and Mediation of Dispute}
(1) If a difference or dispute (Dispute) arises in relation to this Deed, then either party may give written notice to the other that a Dispute exists, which specifies details of the Dispute, and the parties agree that they will endeavour to resolve the Dispute by negotiations, or, if the Dispute has not been resolved within 28 days of the issue of the notice, undertake a mediation process.
(2) If a mediation process is undertaken in accordance with clause 13.1(1) the mediator will be an independent mediator agreed by the parties or, failing agreement, nominated by the chairperson of The Institute of Arbitrators and Mediators Australia, ACT Chapter. Unless otherwise agreed, the parties will equally share the costs of the engagement of the mediator.

\subsection*{13.2 No prejudice}

Nothing in this clause 13 will prejudice the rights of either party to institute proceedings to enforce the Deed or to seek injunctive or urgent declaratory relief in respect of any Dispute.

\section*{14. Variation}

\subsection*{14.1 Variation to Funded Activity}

The Recipient must obtain the Territory's prior written approval for any variation to the Funded Activity, including:
(1) the Funded Activity or work programs;
(2) the Funded Activity's objectives or outcomes;
(3) variation of more than \(10 \%\) in expenditure for a specified item of the approved budget that forms part of the Recipient's application for a grant for the Funded Activity; and
(4) the Grant Period.

\subsection*{14.2 Variation to Deed}

This Deed may only be varied by the written agreement of the parties prior to the expiration of the Grant Period.

\section*{15. General}

\subsection*{15.1 No assignment}

The Recipient must not assign the whole or any part of this Deed without the prior written consent of the Territory. If the Territory gives its consent, the Territory may impose any conditions.

\subsection*{15.2 Conflict of interest}

The Recipient warrants that at the start of the Grant Period no conflict of interest exists or is likely to arise in the performance of the Funded Activity and of its other obligations under this Deed and must, if a conflict or risk of conflict of interest arises during the Grant Period, notify the Territory immediately in writing and comply with any requirement of the Territory to eliminate or otherwise deal with that conflict or risk.

\subsection*{15.3 No employment, partnership or agency relationship}

Nothing in this Deed constitutes the Recipient, or its employees, agents or subcontractors as employees, partners or agents of the Territory or creates any employment, partnership or agency for any purpose and the Recipient must not represent itself, and must ensure its employees, agents and subcontractors do not represent themselves, as being employees, partners or agents of the Territory.

\subsection*{15.4 Entire Agreement}

This Deed comprises the entire agreement between the parties in relation to the Grant and the Funded Activity and supersedes any prior representations, negotiations, writings, memoranda and agreements.

\subsection*{15.5 Severability}

Any provision of this Deed that is illegal, void or unenforceable will not form part of this Deed to the extent of that illegality, voidness or unenforceability. The remaining provisions of this Deed will not be invalidated by an illegal, void or unenforceable provision.

\subsection*{15.6 No waiver}

Failure or omission by the Territory at any time to enforce or require strict or timely compliance with any provision of this Deed will not affect or impair that provision in any way or the rights and remedies that the Territory may have in respect of that provision.

\subsection*{15.7 Compliance with laws and governing law}
(1) The Recipient must comply with the laws from time to time in force in the Territory in performing the Funded Activity.
(2) This Deed is governed by and construed in accordance with the law for the time being in force in the Territory and the parties submit to the nonexclusive jurisdiction of the courts of the Territory.

\subsection*{15.8 Notices}

Any notice, including any other communication, required to be given or sent to either party under this Deed must be in writing and given to the relevant Contact Officer. A notice will be deemed to have been given:
(1) if delivered by hand, on delivery;
(2) if sent by prepaid mail, on the expiration of two days after the date on which it was sent;
(3) if sent by facsimile, on the sender's facsimile machine recording that the facsimile has been successfully and properly transmitted to the recipient's address; or
(4) if sent by electronic mail, on the other party's acknowledgment of receipt by any means.

\subsection*{15.9 Forms and statements}

The Territory may reasonably require any form, record or statement required under this Deed to be in a particular form.

\subsection*{15.10 Special Conditions}

In the event of any inconsistency between any Special Condition and any other provision of this Deed then, to the extent of any inconsistency, the Special Condition will prevail.

\subsection*{15.11 Survival of clauses}

Clauses 6, 7.1, 9.2, 10.2 and 12 will survive the expiration or earlier termination of this Deed.

\subsection*{15.12 Counterparts}

This Deed may be executed in any number of counterparts and by the parties in separate counterparts. Each counterpart constitutes the agreement of each party who has executed and delivered that counterpart to the other party either physically or electronically. All such counterparts taken together will be deemed to constitute one and the same Deed.

\section*{SCHEDULE 1}

\section*{GRANT DETAILS}
\begin{tabular}{|c|c|c|}
\hline Item 1. & Contact Officers & \begin{tabular}{l}
For the Territory: \\
Mr Justin Lalor \\
Director, Event Development \\
Events ACT \\
Chief Minister, Treasury and Economic Development \\
Directorate \\
GPO Box 158 \\
CANBERRA ACT 2601 \\
For the Recipient: \\
Ms Kristen Francis \\
Black Betty Productions Pty Ltd \\
Schedule 2.2(a)(II)
\end{tabular} \\
\hline Item 2. & Grant Period & From the date of execution of this Deed to 31 December 2021 \\
\hline Item 3. & Amount of Funding & \$16,764 (Exclusive GST) \\
\hline Item 4. & Funding & \begin{tabular}{l}
(1) The Grant is payable as a lump sum. \\
(2) An Invoice may be rendered on or after the signing of this Deed. \\
(3) Except if otherwise stated in this Deed, the Grant is: \\
(a) payable within 30 days of receipt by the Territory of an Invoice; and \\
(b) exclusive of GST and all other taxes, duties and charges.
\end{tabular} \\
\hline Item 5. & Purpose of Funding & To assist with costs associated with "Wine Island Canberra" as defined in the ACT Event Fund 2021 main round application and additional scoping information provided 24 April 2021. Changes to event delivery scope due to ongoing COVID restriction concerns. Letter of support from National Capital Authority provided 3 May 2021. \\
\hline Item 6. & Event Name: & Wine Island Canberra \\
\hline
\end{tabular}
\begin{tabular}{|c|c|c|}
\hline Item 7. & Date of Event & 12-14 November 2021 \\
\hline Item 8. & Acquittal and Reporting & \begin{tabular}{l}
Within three (3) months of the delivery of the event, unless earlier termination of this Deed, the Recipient must provide: \\
A completed and signed Statement of Acquittal of Grant form as set out in Attachment A. This form will include: \\
i. A post event report which highlights key outcomes of the event, lessons learned and (where applicable) identified areas for future program or event growth. \\
ii. A financial report including an income and expenditure statement highlighting actual spending against the funds. Copies of invoices paid with these funds should be made available to the Territory if requested. For funding amounts over \(\$ 20,000\), the financial report is to be supplemented by audited financial statements when available. \\
iii. A full attendance and event benefits report (as outlined in Item 2 Schedule 3). \\
iv. Evidence of acknowledgement of the Territory at the event as outlined in Item 3 Schedule 3.
\end{tabular} \\
\hline Item 9. & Other insurance requirements & \begin{tabular}{l}
(1) If any aspect of a Recipient's project is to be undertaken on ACT Government premises or public land, a current certificate of insurance or cover note must be provided with the Recipient's signed Deed of Grant, prior to payment of the grant being made by the Territory. The certificate or cover note must specify the appropriate level of public liability insurance coverage for the Recipient's project. Under normal circumstances, the appropriate level of public liability insurance will be \(\$ 20\) million unless specified otherwise by the Territory. Note: A copy of the current public liability certificate must be provided each year when submitting an invoice to Events ACT. \\
Visit the ACT Government's Insurance Agency for further information: http://apps.treasury.act.gov.au/insurance-and-risk-management/risk-management \\
(2) In circumstances where, as part of the Funded Activity, the Recipient is providing professional advice or information or service to others, proof of professional indemnity insurance may be required before payment of your grant will be made.
\end{tabular} \\
\hline
\end{tabular}

\section*{SCHEDULE 2}

\section*{THE FUNDED ACTIVITY}

To assist with costs associated with "Wine Island Canberra" as defined in the \(A C T\) Event Fund 2021 - main round application and additional information provided 24 April 2021. Changes to event delivery scope due to ongoing COVID restriction concerns. Letter of support from National Capital Authority provided 3 May 2021.

\section*{SCHEDULE 3}

\section*{SPECIAL CONDITIONS}

See clauses 1.1 and 15.10
1. Clause 9.2 is deleted and replaced with the following:

\subsection*{9.2. Licence to Territory}

The Recipient grants to the Territory an irrevocable, non-exclusive, nontransferable and royalty-free licence to use the intellectual property in the Grant Material for:
(a) the purpose of the Territory performing its administrative functions with the Deed, Grant, Grant Material, or the Recipient; and
(b) any other purpose approved by the Recipient in writing, provided that the Recipient may not unreasonably withhold that approval.
2. Attendance and Event Benefits Report
(a) The Recipient must collate information required for a report on event attendance and benefits to be provided to the Territory.
(b) The Attendance and Event Benefits Report is to be submitted in accordance with the timeframe specified in Item 8 Schedule 1, and must provide as a minimum an estimate of the following:

The total number of people who attended the event (attendees), including a breakdown of local, interstate and international visitors for each of the following (such as this information being reasonably available to the Recipient):
i. participants;
ii. spectators;
iii. officials;
iv. others directly associated with the Event;
\(v\). the age demographics of attendees;
vi. the overall event satisfaction of attendees;
vii. perceived community benefits as a result of the event (local attendees only);
viii. perceptions of Canberra as a result of the event (interstate/international attendees only);
ix. the average length of stay for the event's interstate and international visitors;
x. the total number of visitor nights attributable to the event's interstate and international visitors; and
xi. the average spend of interstate and international visitors to the event, with suggested expenditure categories to include entry fees,
food and drink, transport, shopping, entertainment and accommodation.
(c) Please contact Events ACT for details and advice around data collection methods including relevant patron survey questions where applicable.
3. Acknowledgement Requirements and Promotional Opportunities

The ACT Government requires appropriate acknowledgment of its support for organisations, facilities, programs and projects.

For the purpose of this 'Funded Activity, the Territory is to be recognised as an 'Event Supporter' and the appropriate brand logo should be used at all times, as directed by Events ACT.

The Recipient agrees to:
(a) acknowledge the support of the Territory in any public event, media release or media opportunity;
(b) acknowledge the Territory across all digital platforms, including the event website, and ensure that appropriate destination hashtags are used in all promotion on social media channels;
(c) acknowledge the support of the Territory in all advertising and promotional material produced for the event, noting that the size of the acknowledgement, particularly the logo, is to be proportionate to funding received from sources other than the ACT Government;
(d) acknowledge the Territory in the official event programme;
(e) acknowledge the Territory on site at the event through appropriate signage using the CBR branding, and (where appropriate) public address (PA) system announcements;
(f) acknowledge the Territory in any formal speech, including those made at the event launch or opening functions;
(g) provide an opportunity for the Assistant Minister for Economic Development, other Members of the Legislative Assembly or other Territory representatives to speak at any public functions associated with the Event, including the event launch, subject to this being appropriate to the nature and content of the event.

Details must be provided electronically to Events ACT two weeks prior to the function at which the Minister or representative will attend. Details should be sent to eventfund@act.gov.au with the following information:
i. Event/function date
ii. Event/function time and time commitment of the Minister or representative
iii. Venue
iv. Parking area for Minister or representative (map provided if possible)
v. Order of proceedings
vi. VIPs attending the event/function
vii. Auy sensitivities the Minister or representative should be aware of;
viii. The role of the Minister or representative will undertake.
(h) promote the event on the Events ACT and VisitCanberra website calendars at www.events.act.gov.au and www.visitcanberra.com.au.
(i) provide the Territory with such access to the event (on request) as the Territory requires for purposes of observation and assessment of the Recipient's obligations under this Item.

Please contact Events ACT to discuss details regarding acknowledgement and appropriate logo use.

\section*{4. COVID Safe Event Planning}

The Recipient acknowledges that:
(a) a COVID Safe Event Protocol has been developed to assist with returning events to the ACT, which provides guidance to event organisers to ensure that their event is COVID Safe.
(b) all event organisers in the ACT are required to develop a COVID Safe Event Plan and adhere to public health directions as they apply leading up to and during their event.
(c) further information on public health directions, event approval and exemption processes, along with access to the COVID Safe Event Protocol, is available on the ACT Government's official COVID-19 website.


Print name

SIGNED for and on behalf of Black Betty Productions Pity Ltd ABN 31603135182 in the presence of:
Sheave 2.....
Signature of witness

kristen francs
......DRERTO?
Print name and position

\section*{CIDANA Ftc}

Print name
Signature of second authorised officer* \({ }^{*}\) see note below

Print name and position

\section*{Nate:}
Date:
Must be dated on the date the last party signs the Deed or, if signed counterparts of the Deed are
exchanged, the date of exchange, Also date the cover page.
Individual:
Must be signed by the individual Recipient and witnessed.
Incorporated Association: \begin{tabular}{l} 
Must be signed in accordance with the Recipient's constitution, which may or may not require the \\
common seal to be affixed. As a minimum, 2 authorised officers must sign.
\end{tabular}
Company:
\begin{tabular}{l} 
Must be signed in accordance with section 127 of the Corporations Act 2001 (Cwlth), for example, \\
by 2 directors or a director and a secretary. Common seal may be affixed if required under the \\
Recipient's constitution.
\end{tabular}

\section*{STATEMENT OF ACQUITTAL OF GRANT}

DUE: 3 months post event delivery date
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Recipient: BLACK BETTY PRODU<ZIONS PTY LTD

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\section*{Category: ACT Event Fund 2021}

\section*{Amount: \$ 16764}

Purpose: The funds will be directed towards event costs, as outlined in Schedule 2.
I certify that the grant was expended for the above purpose, prior to the termination date, and in accordance with the Deed of Grant.
\begin{tabular}{|c|l|}
\hline \begin{tabular}{l} 
I confirm lodgement of all acquittal documents through the \\
Smarty Grants system:
\end{tabular} & \begin{tabular}{l} 
Please \\
tick
\end{tabular} \\
\hline \begin{tabular}{l} 
1) a project evaluation report which highlights key outcomes of \\
the event, lessons learned and identified areas for future \\
program development and event growth.
\end{tabular} & \\
\hline \begin{tabular}{l} 
2) a full attendance and event benefits report (as outlined in \\
Item 2 Schedule 3)
\end{tabular} & \\
\hline 3) a financial report including an income and expenditure \\
statement highlighting actual spending against the funding \\
amount. Copies of invoices specifically allocated to the funding \\
to be made available if requested. For funding amounts over \\
\$20,000, the financial report is be supplemented by audited \\
financial statements when available.
\end{tabular}

Signed: \(\qquad\)

Name: \(\qquad\)
\(\qquad\)

Position: DIRIRELIOR


Date: \(\qquad\)
\(\qquad\) . .....
\begin{tabular}{ll} 
From: & "Rolfe, Vivienne" \\
Sent: & \(11 / 05 / 2021\) 10:45 PM \\
To: & "kristen@wineisland.com.au" <kristen@wineisland.com.au> \\
Cc: & "Economic Development Business Services" \\
<EconomicDevelopmentBusinessServices@act.gov.au>;"Hasan, Farzana" < Farzana.Hasan@act.gov.au>;"Makeeva, \\
Inessa" <lnessa.Makeeva@act.gov.au> \\
Subject: & RE: Deed for Signature - Black Betty Productions - Wine Island Canberra
\end{tabular}

\section*{OFFICIAL}

Perfect thank you.

Viv

From: kristen@wineisland.com.au <kristen@wineisland.com.au>
Sent: Wednesday, 12 May 2021 8:42 AM
To: Rolfe, Vivienne < Vivienne.Rolfe@act.gov.au>
Cc: Economic Development Business Services <EconomicDevelopmentBusinessServices@act.gov.au>; Hasan, Farzana
<Farzana.Hasan@act.gov.au>; Makeeva, Inessa <Inessa.Makeeva@act.gov.au>
Subject: Re: Deed for Signature - Black Betty Productions - Wine Island Canberra

CAUTION: This email originated from outside of the ACT Government. Do not click links or open attachments unless you recognise the sender and know the content is safe.

HI Viv

PLI will come through shortly as I have to reapply as mine are normally event based only.
I've voided the invoice and will resend today.

Thanks!
Kristen

On 11 May 2021, at 10:46 am, Rolfe, Vivienne < Vivienne.Rolfe@act.gov.au> wrote:

\section*{OFFICIAL}

Thanks Kristen

Can you please send through a copy of your Public Liability Insurance and an updated invoice please? Invoice -0163 references Rose Garden, so that will need to be cancelled and if you can please re-issue.

Let me know if you have any questions.

Thanks

Viv

From: kristen@wineisland.com.au <kristen@wineisland.com.au>
Sent: Monday, 10 May 2021 6:11 PM
To: Rolfe, Vivienne < Vivienne.Rolfe@act.gov.au>
Cc: Economic Development Business Services <EconomicDevelopmentBusinessServices@act.gov.au>; Hasan, Farzana <Farzana.Hasan@act.gov.au>
Subject: Re: Deed for Signature - Black Betty Productions - Wine Island Canberra

CAUTION: This email originated from outside of the ACT Government. Do not click links or open attachments unless you recognise the sender and know the content is safe.

Hi Viv

See attached signed deed!

Let me know if you need anything else.

Cheers
Kristen

On 7 May 2021, at 3:46 pm, Rolfe, Vivienne < Vivienne.Rolfe@act.gov.au> wrote:

\section*{OFFICIAL}

Hi Kristen

Just checking - did you get the updated Deed? You will also receive a Termination letter for the signed Deed to close of that process.

Let me know if you have any questions.

Have a great weekend.
Thanks

Viv

Vivienne Rolfe| Senior Officer, Event Development
Phone: 02 62054324: Mobile 0466327 635| Email: vivienne.rolfe@act.gov.au
Events ACT | Chief Minister, Treasury and Economic Development Directorate | ACT
Government
Level 3, 220 London Circuit, Canberra City 2601 | GPO Box 158 Canberra ACT 2601
| www.events.act.gov.au
<image001.png>

From: kristen@wineisland.com.au <kristen@wineisland.com.au>
Sent: Tuesday, 4 May 2021 4:21 PM
To: Rolfe, Vivienne < Vivienne.Rolfe@act.gov.au>
Cc: Economic Development Business Services
<EconomicDevelopmentBusinessServices@act.gov.au>; Hasan, Farzana
<Farzana.Hasan@act.gov.au>
Subject: Re: Deed for Signature - Black Betty Productions - Wine Island Canberra

CAUTION: This email originated from outside of the ACT Government. Do not click links or open attachments unless you recognise the sender and know the content is safe.

Hi Viv

BLACK BETTY
PRODUCTIONS PTY
LTD

On 4 May 2021, at 2:02 pm, Rolfe, Vivienne < Vivienne.Rolfe@act.gov.au> wrote:

OFFICIAL

Good afternoon Kristen

Please find attached the updated Deed for your signature as discussed. We will not be able to process your invoice until the Deed has been signed. Can you also please send through a copy of your Public Liability Certificate when you returned the signed Deed..

Please let me know if you have any questions.

Kind regards

Viv

Vivienne Rolfe| Senior Officer, Event Development
Phone: 02 62054324: Mobile 0466327 635|
Email: vivienne.rolfe@act.gov.au
Events ACT | Chief Minister, Treasury and Economic Development Directorate | ACT Government
Level 3, 220 London Circuit, Canberra City 2601 | GPO Box 158 Canberra ACT 2601
| www.events.act.gov.au
<image001.png>
\begin{tabular}{lc} 
From: & "Rolfe, Vivienne" \\
Sent: & 14/05/2021 4:48 AM \\
To: & "Economic Development Business Services" \\
<EconomicDevelopmentBusinessServices@act.gov.au> \\
Cc: & "Makeeva, Inessa" <Inessa.Makeeva@act.gov.au> \\
Subject: & RE: Invoice INV-0165 from Black Betty Productions Pty Ltd for Events ACT
\end{tabular}

\section*{OFFICIAL}

Fabulous thank you.

Viv

From: Makeeva, Inessa <Inessa.Makeeva@act.gov.au> On Behalf Of Economic Development Business Services Sent: Friday, 14 May 2021 2:16 PM
To: Rolfe, Vivienne <Vivienne.Rolfe@act.gov.au>
Cc: Economic Development Business Services <EconomicDevelopmentBusinessServices@act.gov.au>
Subject: FW: Invoice INV-0165 from Black Betty Productions Pty Ltd for Events ACT

\section*{OFFICIAL}

Hi Viv,

I have received a new invoice from BLACK BETTY PRODUCTIONS PTY LTD and I have filled out a new Supplier Request for them. I will raise a PO when they are in the system.

Thank you.

Kind regards,

Inessa Makeeva
Finance \& Business Services Officer | Finance and Business Services Unit
Economic Development ] Chief Minister, Treasury and Economic Development Directorate [ ACT Government
Email: Inessa.Makeeva@act.gov.au
Level 3, Canberra Nara Centre, 3 Constitution Avenue | GPO Box 158 Canberra ACT 2601 | http://www.cmtedd,act.gov.au

From: messaging-service@post.xero.com <messaging-service@post.xero.com>
Sent: Wednesday, 12 May 2021 8:46 AM
To: Economic Development Business Services <EconomicDevelopmentBusinessServices@act.gov.au>
Subject: Invoice INV-0165 from Black Betty Productions Pty Ltd for Events ACT

From: "Makeeva, Inessa" <Inessa.Makeeva@act.gov.au> on behalf of "Economic Development
Business Services" <EconomicDevelopmentBusinessServices@act.gov.au>
Sent: 14/05/2021 4:16 AM
To: \(\quad\) Rolfe, Vivienne" <Vivienne.Rolfe@act.gov.au>
Cc: "Economic Development Business Services"
<EconomicDevelopmentBusinessServices@act.gov.au>
Subject: FW: Invoice INV-0165 from Black Betty Productions Pty Ltd for Events ACT
Attachments: Invoice INV-0165.pdf

\section*{OFFICIAL}

Hi Viv,

I have received a new invoice from BLACK BETTY PRODUCTIONS PTY LTD and I have filled out a new Supplier Request for them. I will raise a PO when they are in the system.

Thank you.

Kind regards,

Inessa Makeeva
Finance \& Business Services Officer | Finance and Business Services Unit
Economic Development | Chief Minister, Treasury and Economic Development Directorate | ACT Government
Email: Inessa.Makeeva@act.gov.au
Level 3, Canberra Nara Centre, 3 Constitution Avenue | GPO Box 158 Canberra ACT \(2601 \mid\) http://www.cmtedd.act.gov.au

From: messaging-service@post.xero.com <messaging-service@post.xero.com>
Sent: Wednesday, 12 May 2021 8:46 AM
To: Economic Development Business Services <EconomicDevelopmentBusinessServices@act.gov.au>
Subject: Invoice INV-0165 from Black Betty Productions Pty Ltd for Events ACT

\section*{0}

\section*{TAX INVOICE}

Events ACT
PO BOX 158
CANBERRA CITY ACT 2601
AUSTRALIA

Invoice Date 12 May 2021

Invoice Number INV-0165

Reference
Wine Island Grant
ABN
31603135182

Black Betty Productions
Pty Ltd PO Box 945
Potts Point NSW 1335
\begin{tabular}{lrrrr} 
Description & Quantity & Unit Price & GST & Amount AUD \\
\hline ACT Event Fund 2021 & 1.00 & \(16,764.00\) & \(10 \%\) & \(16,764.00\) \\
\hline & & & Subtotal & \(16,764.00\) \\
& & TOTAL GST \(10 \%\) & \(1,676.40\) \\
\hline
\end{tabular}

Due Date: 26 May 2021
Please process payment to:
Black Betty Productions Pty Ltd
BSB 112-879
Acc 448687242
Please quote the reference number when processing payment.

\section*{PAYMENT ADVICE}

To: Black Betty Productions Pty Ltd PO Box 945
Potts Point NSW 1335
\begin{tabular}{ll}
\begin{tabular}{l} 
Customer \\
Invoice Number
\end{tabular} & \begin{tabular}{l} 
Events ACT \\
INV-0165
\end{tabular} \\
Amount Due & \(18,440.40\) \\
Due Date & 26 May 2021
\end{tabular}

Amount Enclosed
Enter the amount you are paying above
\begin{tabular}{ll} 
From: & "kristen@wineisland.com.au" <kristen@wineisland.com.au> \\
Sent: & \(25 / 06 / 20213: 55\) AM \\
To: & "Rolfe, Vivienne" <Vivienne.Rolfe@act.gov.au> \\
Subject: & Re: Marketing Materials
\end{tabular}

CAUTION: This email originated from outside of the ACT Government. Do not click links or open attachments unless you recognise the sender and know the content is safe.

Thanks so much Viv!

On 25 Jun 2021, at 12:45 pm, Rolfe, Vivienne < Vivienne.Rolfe@act.gov.au > wrote:

\section*{OFFICIAL}

Hi Kristen

Hope your are staying safe and well in Canberra.
Please find attached the logo kits - a rough guide is:
- ACT Government

To be used to acknowledge funding i.e. media walls, entrance signage, press releases and invitations
- Master CBR

To be used on marketing collateral and promotional material with a strong local focus i.e., flags and banners

Please do seek clarification if needed. We also ask that we approve all logo placements before in market/live.

As you are aware Aspen Island is on National Land, so they would be best placed to provide you with specific imagery.

For general images of Canberra you can register to use our image library at:
images.visitcanberra.com.au
You can also send media releases to tourism.media@act.gov.au
A reminder to list your event on our website and the VisitCanberra website but putting at listing on ATDW.

You will need:
- A description of your event/business of about 150-200 words listing the key benefits and features ready to go.
- You will also need a photo that needs to be a minimum size of \(2048 \times 1536\) pixels Make sure there is no written text on the photo.
- Here is the ADTW link. Listing approvals take 1-5 business days from the time you submit them for review.

Please sing out if you need any additional information.
Kind regards

Vivienne Rolfe | Senior Officer, Event Development
Phone: 02 62054324: Mobile 0466327 635 | Email: vivienne.rolfe@act.gov.au
Events ACT | Chief Minister, Treasury and Economic Development Directorate | ACT Government Level 3 | 220 London Circuit, Canberra City 2601 | GPO Box 158 Canberra ACT 2601 |
```

<image002.jpg>

```

From: kristen@wineisland.com.au <kristen@wineisland.com.au>
Sent: Wednesday, 23 June 2021 10:48 AM
To: Rolfe, Vivienne < Vivienne.Rolfe@act.gov.au>
Subject: Marketing Materials
CAUTION: This email originated from outside of the ACT Government. Do not click links or open attachments unless you recognise the sender and know the content is safe.

HI Viv

Hope you're well.
Do you have any marketing materials/media library for Canberra including Aspen Island? Or do you know who would have these?

Cheers
Kristen

Have a grape day!
Kristen
<image001.git
Kristen Francis
Festival Founder \& Director, Wine Island
Faivernil PO Box 945
Potts Point NSW 1335
http/fwineisland.com.au
wine_island \#wineisland

This email, and any attachments, may be confidential and also privileged. If you are not the intended recipient, please notify the sender and delete all copies of this transmission along with any attachments immediately. You should not copy or use it for any purpose, nor disclose its contents to any other person.

\footnotetext{
<ACT Govt soloWHITE.png><ACT Govt soloWHITE.eps><ACT Govt soloBLACK.png> <ACT Govt soloWHITE.png><CBR Visit Canberra Logo Kit.zip>
}
\begin{tabular}{ll} 
From: & "Rolfe, Vivienne" \\
Sent: & \(20 / 12 / 20215: 27\) AM \\
To: & "kristen@wineisland.com.au" <kristen@wineisland.com.au> \\
Subject: & re: ACTEF21 - Deed Variation - Black Betty \\
Attachments: & Deed of Variation-Deed of Grant ACTEF21-Black Betty.pdf \\
Importance: & High
\end{tabular}

\section*{OFFICIAL}

Good afternoon Kristen

I hope you are well.

Please find attached the Deed Variation as discussed, to formalise the carrying over of funding from the ACT Event Fund 2021 round. If you could please sign the attached (wet ink please not an signature) and return, I will arrange to have it countersigned and a copy sent to you.

Please let me know if you have any questions.

Kind regards

Vivienne Rolfe| Senior Officer, Event Development
Phone: 02 62054324: Mobile 0466327 635| Email: vivienne.rolfe@act.gov.au
Events ACT | Chief Minister, Treasury and Economic Development Directorate | ACT Government
Level 3, 220 London Circuit, Canberra City 2601 | GPO Box 158 Canberra ACT 2601 | www.events.act.gov.au

Artwork: Together, 2019 (detail) by Selina Walker

\section*{Deed of Variation}


AUSTRALIAN CAPITAL TERRITORY, the body politic established by section 7 of the Australian Capital Territory (Self-Government) Act 1988 (Cth) (Territory) represented by the Chief Minister, Treasury and Economic Development Directorate.

Black Betty Productions Pty Ltd ABN: 31603135182 of Schedule 2 2(a)(ii)

\section*{(Recipient).}

\section*{BACKGROUND}
A. The Territory and the Recipient executed a Deed of Grant (Deed of Grant) on or about 11 May 2021 through the ACT Event Fund 2020 to support delivery of the Wine Island event.
B. Clause 14.2 provides that the Deed of Grant may only be varied by the written agreement of the parties prior to the expiration of the Grant Period.
C. The parties have agreed to vary the Deed of Grant in accordance with the terms of this Deed.

IT IS AGREED by the parties as follows.

\section*{1. Interpretation and Governing Law}
(1) Unless the context requires or it is otherwise specified in this Deed, any words used in this Deed that are defined in the Deed of Grant have the same meaning for the purpose of this Deed.
(2) This Deed is governed by and construed in accordance with the law for the time being in force in the Territory and the parties submit to the non-exclusive jurisdiction of the courts of the Territory.

\section*{2. Effective Date}

The variations to the Deed of Grant described in this Deed take effect on the date of this Deed.

\section*{3. Variation}
(1) Item 2 Schedule 1 is deleted and replaced with the following:

Item 2. Grant Period From the date of this Deed to 31 December 2022.
(2) Item 7 Schedule 1 is deleted and replaced with the following:

Item 7. Date of Event Exact date to be confirmed (to be completed by 31 December 2022)

\section*{SIGNED AS A DEED ON}

SIGNED for and on behalf of the
AUSTRALIAN CAPITAL TERRITORY
in the presence of:

Signature of witness

Print name

SIGNED by or for and on behalf of )
Black Betty Productions Pty Ltd
ABN: 31603135182 in the presence of

Signature of witness

Print name

Print name
\begin{tabular}{ll} 
From: & "kristen@wineisland.com.au" <kristen@wineisland.com.au> \\
Sent: & \(20 / 12 / 2021\) 10:48 PM \\
To: & "Rolfe, Vivienne" <Vivienne.Rolfe@act.gov.au> \\
Subject: & Re: ACTEF21 - Deed Variation - Black Betty \\
Importance: & High
\end{tabular}

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\section*{Hi Viv}

Nice to hear from you! Hope you too are well :)
I'm away from my usual workspace unil 2 Jan so hopefully it can wait until then so I can print, sign, scan and return?
I remember mentioning that I'm now in a joint venture with Illusive Presents which is a Mushroom Group company. Unsure if we need to change the Deed at all? If so see their details below.
Also, a minor thing but it says ART 25 and it should be APT 25 for my Black Betty address.
Cheers
Kristen
\begin{tabular}{|c|c|}
\hline Company & Illusive Presents Pty Ltd \\
\hline ABN & 24614549389 \\
\hline Address & 9 Dundas Lane, Albert Park, Vic, 3206 \\
\hline
\end{tabular}

On 20 Dec 2021, at 4:27 pm, Rolfe, Vivienne < Vivienne.Rolfe@act.gov.au > wrote:

\section*{OFFICIAL}

Good afternoon Kristen
I hope you are well.
Please find attached the Deed Variation as discussed, to formalise the carrying over of funding from the ACT Event Fund 2021 round. If you could please sign the attached (wet ink please not an signature) and return, I will arrange to have it countersigned and a copy sent to you.

Please let me know if you have any questions.
Kind regards

Vivienne Rolfe | Senior Officer, Event Development
Phone: 0262054324 : Mobile 0466327635 | Email: vivienne.rolfe@act.gov.au
Events ACT | Chief Minister, Treasury and Economic Development Directorate | ACT Government Level 3, 220 London Circuit, Canberra City 2601 | GPO Box 158 Canberra ACT 2601 | www.events.act.gov.au
<image001.png>

\footnotetext{
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}```


[^0]:    These notes should be read in conjunction with the attached compilation report.

[^1]:    These notes should be read in conjunction with the attached compilation report.

[^2]:    Incident Response

[^3]:    * indicates a required field

[^4]:    Filename: Project Plan.pdf
    File size: 39.7 kB
    Refer to the ACT Event Fund - Handy Hints document for additional information about the Project Plan.

[^5]:    Applications that are not certified will not be accepted

[^6]:    * Final funding allocation to be mutually agreed after discussions with event organisers, to ensure the amount allocated meets the parameters of the Community Event funding stream.

[^7]:    Australian Capital Territory and Black Betty Productions Ply LId \& Milestone Creative Australia PTY LTD Page 4 of 18 Deed of Grant: ACTEF21000I800

[^8]:    Knisten Francis

