

# God's Way Limited Gift Deed

## Definitions For This Deed

1. The God's Way Limited (by guarantee) organisation, incorporated in Australia, and currently operating from 98 O'Dea Road, Kingaroy, Queensland, 4610, Australia, or operating from any future address including any address in another country; is hereafter called the "**Organisation**".
2. The document which is the **Organisation's** rules, terms, conditions, and regulations as required by the Australian Securities and Investments Commission, which is commonly referred to as the **Organisation's** constitution which may be changed, amended, or adjusted from time to time; is hereafter called the "**Constitution**".
3. Any document or group of documents defined by the **Constitution** as the "Organisation Principles", which may be changed, amended, or adjusted from time to time; are hereafter called the "**Organisation Principles**".
4. Any membership of any member class as defined by the **Constitution**; is hereafter called a "**Membership**".
5. Any person who has been offered a **Membership** and who has accepted the **Membership**, and who has signed documents accepting the **Membership**, and who has accepted the conditions of the **Membership**, or who is currently a member within the **Organisation**; is hereafter called a "**Member**".
6. Any individual or group of **Members** with voting rights who, upon voting, would be the "Member Quorum" as defined by the **Constitution**; are hereafter called a "**Member Quorum**".
7. Any **Member** who is a member of the "Founding Member" class as defined by the **Constitution**; is hereafter called a "**Founding Member**".
8. Any **Member** who is a member of the "Original Member" class as defined by the **Constitution**; is hereafter called an "**Original Member**".
9. Any **Member** who is a member of the "Succession Member" class as defined by the **Constitution**; is hereafter called a "**Succession Member**".
10. Any **Member** who is of the "Probation Member" class defined within the **Constitution**; is hereafter called a "**Probation Member**".
11. Any person who has been offered a directorship within the **Organisation**, and who has accepted the position as offered, and who has signed documents accepting the position, and/or who currently has a directorship within the **Organisation**; is hereafter called a "**Director**".
12. Any group of directors who, upon voting, would be a "Director Quorum" as defined by the **Constitution**; are hereafter called "**Director Quorum**".
13. Any and all **Membership** assignment processes undertaken in accordance with the **Constitution**; are hereafter called a "**Membership Transfer**".
14. This document, signed by the signatory, and witnessed at the time of signing; is hereafter called the "**Deed**", and is also referred to as the "**Gift Deed**".

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SIGNATORY INITIALS:

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15. The "Director Deed" document as defined by the **Constitution** and referred to within this **Deed**; is hereafter called the "**Director Deed**".
16. The "Member Deed" document as defined by the **Constitution** and referred to within this **Deed**; is hereafter called the "**Member Deed**".
17. The "Participant Deed" document as defined by the **Constitution** and referred to within this **Deed**; is hereafter called the "**Participant Deed**".
18. The "Gift Statutory Declaration" document as defined by the **Constitution** and referred to within this **Deed**; is hereafter called the "**Gift Statutory Declaration**".
19. The "Gift Declaration" document as defined by the **Constitution** and referred to within this **Deed**; is hereafter called the "**Gift Declaration**".
20. All of the conditions outlined under the "Conditions" section within this **Deed**; are hereafter called "**Conditions**".
21. All of the personal statements outlined under the "Statements" section within this **Deed** are legally binding statements attributed to the person who executed this **Deed**; and are hereafter called "**Statements**".
22. Any and all property defined by the **Constitution** as "Property"; is hereafter called "**Property**".
23. Any and all assets defined by the **Constitution** as "Assets"; are hereafter called "**Assets**".
24. Any and all liabilities defined by the **Constitution** as "Liabilities"; are hereafter called "**Liabilities**".
25. Any person or entity defined by the **Constitution** as the "Owner", retains ownership of all **Intellectual Property**; and are hereafter called the "**Owner**".
26. Any person or entity defined by the **Constitution** as the "Organisers"; are hereafter called the "**Organisers**".
27. Any person or entity defined by the **Constitution** as a "Contributor"; is hereafter called a "**Contributor**".
28. Any and all material indicated within the Constitution as "Intellectual Property" produced by the **Organisation**, or by any and all **Contributors**; is hereafter collectively called the "**Intellectual Property**".
29. Any and all events defined as an "Event" by the **Constitution**; are hereafter called an "**Event**".
30. Any and all persons or entities defined as a "Participant" by the **Constitution**; are hereafter called a "**Participant**".
31. Any and all gifts or donations defined as a "Gift" by the **Constitution**; are hereafter called a "**Gift**".
32. Any person or entity defined as a "Gift Giver" by the **Constitution**; are hereafter called a "**Gift Giver**".
33. The singular includes the plural, and vice versa.
34. Words importing a gender include other genders.
35. Words importing natural persons include corporations.

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36. Any monetary amounts within this **Deed** are in Australian dollars, and will be suffixed with the text "**AUD**".

## **Conditions**

1. If a section called "Gift Giver Conditions" is contained within the **Constitution**, a **Gift Giver** must abide by the rules contained within that section, and has a responsibility to keep up to date with the amendments of that section, as adjusted from time to time by the **Organisers** and published on the public website of the **Organisation**.
2. This **Deed** applies to any and all **Gifts** given to the **Organisation** by the **Gift Giver** who executes this **Deed**.
3. The **Gift Giver** must read and agree with the current version of the **Constitution** before giving a **Gift**.
4. In perpetuity the **Gift Giver** agrees that;
  - 4.1. all **Gifts** are vested in the **Organisation**, and;
  - 4.2. the **Gift Giver** will never make a legal or financial claim upon the **Gift**, and;
  - 4.3. the **Gift Giver** indemnifies the **Organisation** and its **Organisers** against all legal claims relating to **Gifts** given by them personally, whether such claims are made by the **Gift Giver** or relatives, friends, the estate of, a government or government representative, or any legal representative of the **Gift Giver**.

## **Statements**

1. By signing this **Deed**, I acknowledge that:
  - 1.1. I am bound by the **Conditions** of this **Deed**, and;
  - 1.2. I have read and agree with the current version of the **Constitution** before giving my **Gift**, and;
  - 1.3. The **Organisation** will be the exclusive owner of any and all **Gifts**, and that the **Organisers** may use the **Gift** in any manner that the **Organisers** decide, and;
  - 1.4. No fee is payable to me (or any person associated with me) now, or at any time in the future in connection with the use of the **Gift**, and;
  - 1.5. The **Organisers** do not promise and are not obliged to use the **Gift** since usage of the **Gift** is dependent on the resources and time available to the **Organisers** to do so, and;

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- 1.6. The **Organisers** will rely on this **Deed** of promise potentially at substantial cost to them and I hereby agree to not assert a claim of any nature whatsoever against anyone relating to the exercise of the permissions granted, and;
  - 1.7. Irrespective of my **Gift**, the **Organisers** may immediately remove me or any **Participant** associated with me from participating in any **Event** where our emotions, attitude, words or actions demonstrate a lack of kindness, consideration or respect for the **Organisers** themselves or any other **Participant** involved in an **Event**. If I am removed I agree I will not return unless invited.
2. By executing this **Deed**, I declare that:
- 2.1. I have obtained or waived legal advice as to my responsibilities under this **Deed**, and;
  - 2.2. I have given the **Gift** to the **Organisation** to be used in any way the **Organisers** decide, and;
  - 2.3. I agree to waive (or to the extent (if any) that the law does not permit waiver then I consent to what would otherwise infringe) any claim or future claim against the **Organisation** or the **Organisers** in respect to the **Gift**, and;
  - 2.4. To the extent that ownership rights in the **Gift** do not automatically vest in the **Organisation** I hereby assign the **Organisation** all my present and future rights, legal and equitable title and interest in all proprietary rights in the **Gift**, included but not limited to copyright, whether known or in the future created, throughout the world, and;
  - 2.5. I have not received, nor will receive, any benefits of any kind from the **Organisation** as a result my giving the **Gift**, and;
  - 2.6. I have not given this **Gift** as a result of the **Organisers** or any entity owned or employed by the **Organisers** performing business-like activities, or engaging in income-earning activities as my employees or contractors, and;
  - 2.7. I have not given this **Gift** as a payment for any services or materials rendered by, or a quid pro quo requirement or arrangement with, the **Organisers** or any entity owned or employed by the **Organisers**, and;
  - 2.8. I have not given this **Gift** in return for receiving any rights, privileges, entitlements or any other benefit of any kind from the **Organisers** or any entity owned or employed by the **Organisers** as a result of giving the **Gift**, and;
  - 2.9. I have given the **Gift** voluntarily, without suggestion or coercion by the **Organisers**, and;
  - 2.10. To the best of my knowledge, the **Statements** that I have made regarding the **Gift** are true.
3. If the **Organisers** have agreed that I have broken my promise in this **Deed**, and I am still involved in the **Organisation** as a **Participant, Member, Director**, or volunteer, I accept and agree that:

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- 3.1. I may be required to immediately relinquish any personal participation in any **Event** organised by the **Organisers**, and any **Member** or **Director** position, or any other position, I have within the **Organisation**, and;
- 3.2. I will in a timely manner, sign the necessary documents required to relinquish my positions within the **Organisation**, if so requested, and;
- 3.3. I will not contest the decision in any way, legal or otherwise, and;
- 3.4. I will not make any legal or financial claim against the **Organisation** or the **Organisers** in perpetuity, and;
- 3.5. Any **Gift** I have given to the **Organisation** remains with the **Organisation** in perpetuity, and;
- 3.6. All and any **Gifts** I have given to the **Organisation** at any time, whether documented (by executing a **Gift Statutory Declaration** or a **Gift Declaration**), undocumented, or if I have assisted in generating income or funds during my time of involvement with the **Organisation**, is vested in the **Organisation** in perpetuity.

### **Executed as a Deed**

By executing this deed, I, the undersigned;

1. understand the **Definitions** at the beginning of this **Deed**, and;
2. have read and agree to the **Conditions** for being a **Gift Giver** to the **Organisation** as outlined within this **Deed**, and;
3. have read and agree to the **Conditions** for giving a **Gift** to the **Organisation** as outlined within this **Deed**, and;
4. with the indicated witness present, acknowledge I have made this legally binding personal **Statement** as outlined within this **Deed**.

Signature: \_\_\_\_\_

Witness: \_\_\_\_\_

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

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

Date: \_\_\_\_\_

Date: \_\_\_\_\_

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SIGNATORY INITIALS:

ORGANISATION SECRETARY INITIALS:

**Organisation Officers**

We, in the position of the **Organisation** Secretary, and **Organisation** Director, have accepted this **Deed** of promise from the above signed person agreeing to the terms and conditions outlined in this **Deed** for the acceptance of **Gifts** by the **Organisation**.

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Name: Eloisa Lytton-Hitchins

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

Position: Organisation SecretaryPosition: Organisation Director

Date: \_\_\_\_\_

Date: \_\_\_\_\_

SIGNATORY INITIALS:

ORGANISATION SECRETARY INITIALS: