Digital A that Delivers

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Programme guidelines for tourism-related golf courses



DIGITAL THAT DELIVERS

Digital that Delivers (DTD) is a ground-breaking initiative from Fáilte Ireland, designed to power digital transformation for visitor attractions, activity providers, day tours, festivals and tourism-focused golf clubs over a two year period.



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1. Introduction

Fáilte Ireland was established under the National Tourism Development Authority Act 2003. One of Fáilte Ireland's strategic aims is to guide and support sustainable growth in tourist traffic and tourist facilities in the State.



We provide consumer and competitor insights, mentoring, investment and trade supports across the business, event, and leisure sectors, to help secure sales growth from targeted overseas and domestic market segments. Working in partnership with tourism businesses, Local Government, State Agencies and Government Departments, we also seek to foster a competitive and innovative enterprise base, a sensitively managed natural and built environment within tourism communities and a public policy environment to meet the needs of visitors.

1.1 About Digital That Delivers

Since 2020, the global economy has experienced a digital revolution. For tourism businesses, digital tools and strategies are essential to enhance operational efficiency and market reach are essential to effectively manage visitor numbers, business operations, and revenue. Consequently, all tourism enterprises must embrace digital technologies to meet the evolving needs and expectations of both domestic and international visitors.

Digital that Delivers (DTD) is a ground-breaking initiative from Fáilte Ireland, designed to power digital transformation for visitor attractions, activity providers, day tours, festivals and tourism-focused golf clubs over a two year period. Fáilte Ireland believes that the Digital That Delivers Programme will support and promote the development of a more resilient and competitive tourism sector, sustaining Ireland as a high-quality and competitive tourism destination.

1.2 Aims and Objectives of The Digital That Delivers Programme

Our goal is to help tourism-focused golf courses increase their tee-time sales by digitally transforming these golf courses, to attract more high value golf visitors to Ireland. While traditional golf tour operators continue to serve Irish golf well, many younger international consumers are digitally savvy and prefer to book their holiday experiences directly through digital channels.



2. How the Programme Works

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The Digital That Delivers Programme will be delivered through a series of stages by Fáilte Ireland and leading Digital experts.

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Training, mentoring, and financial supports will be provided over the course of the programme.

The Programme expert team will work closely with your business to assess your digital needs, increase your capability and deliver key projects to grow online tee time sales.



2.1 What can I expect for my business?

2.2 What will be covered in the Programme

Booking Systems and Distribution: Golf courses without a tee time booking system, or those with a system that does not facilitate distribution, will receive support to select and activate an appropriate tee time booking system that supports distribution to the relevant channels. It is crucial that an approved tee time booking system is implemented and maintained throughout the participant's journey in the Digital that Delivers programme.

Website and Content: Golf courses identified as having websites that require improvement or replacement, will receive support to enhance the design, functionality, usability and accessibility of their website. They will also receive support to develop best-in-class relevant, engaging and accessible content.

Digital Marketing: Golf courses will receive support to enhance their digital marketing strategies and capabilities, including gen AI-driven tools and training, to boost the visibility and prominence of their brand websites and social channels.

Data Measurement and Insights: Golf courses will be supported with advanced data measurement set up allowing them to unlock insights and recommendations. They will receive training on how to use these tools, enabling them to make informed decisions around future product development, and sales and marketing spend



3. Overview of the Digital That Delivers Programme

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STAGES OF PROGRAMME DELIVERY

1. Programme Application

To participate in the Programme, you must submit an online application. This will enable Fáilte Ireland to assess your eligibility and confirm your readiness to allocate the necessary resources to the Programme. You will be required to confirm your acceptance of a place on the Programme by email.

2. Digital Maturity Review

The successful golf courses will undergo a digital maturity review by Fáilte Ireland's procured technical consultants. Following this initial stage, each course will be provided with a unique digital roadmap and action plan, based on their current level of digital maturity and their specific requirements. This roadmap will identify the recommended workstreams through which they will progress on their journey toward digital transformation.

4. Investment Grant Support

The digital roadmap will recommend investment grant support amounts for each participating golf course to enable website enhancement or replacement, implementation of a tee time booking system, development of new digital content (video, imagery, copy), digital marketing strategies and setting up of data analytics to track conversions.

5. Application for Investment Grant Aid

The applicant will apply for grant funding once they receive their roadmap. The items and costs which the grant application is based on will be costed and approved by the applicant's assigned project coordinator before the application for funding is submitted. In seeking a quote for work, applicants must adhere to public procurement rules (where applicable). The 'Public Procurement Guidelines for Goods and Services' are available <u>HERE</u>.

Grant payments will be made pursuant to the De Minimis Regulation, as well as the terms and conditions of these Guidelines and any Letter of Offer that may be issued to the applicant. Further details on State Aid are provided in the EU State Aid section of this document.





6. Evaluation Process and Investment

Fáilte Ireland will evaluate your application and determine the funding amount which will be offered. Offers of funding will be made in a formal Letter of Offer. Fáilte Ireland will not reimburse any costs or expenditure incurred prior to the issue and acceptance of the formal Letter of Offer or outside of the scope of the Programme. Therefore, the incurring of eligible expenditure under this Programme cannot take place prior to the approval of the grant by Fáilte Ireland and any costs incurred by the applicant prior to the date of that approval will not be eligible for grant support.

7. Implementation of Funded Solutions

Once the applicant receives and accepts the Letter of Offer of funding from Fáilte Ireland, they can start implementing their proposed solution. Written confirmation by Fáilte Ireland's procured technical consultants that the work has been completed in accordance with the roadmap prepared will be required before the final grant claim is approved for payment. The applicant must ensure their assigned project coordinator has signed off on the work completed in accordance with the roadmap, before submitting their final payment claim.

8. How to Claim the Grant

Grant payments can only be made retrospectively to the applicant specified as the grantee in the Letter of Offer that has been issued and accepted and will be based on eligible expenditure actually incurred and paid by the grantee. The grantee is required to be set up as a Supplier on the 'Supplier Set Up Form', in order to complete the grant drawdown. The applicant will be asked to submit their supplier set up form before the grant application will be made available. The Letter of Offer will outline the specific payment/drawdown mechanisms available to the grantee. The applicant must have a valid tax clearance (TCAN) from Revenue at the time of its grant claim or Fáilte Ireland will be unable to make a payment. Fáilte Ireland will carry out normal verification checks on the claim before each grant claim is paid. The timing of the grant payments is subject to Fáilte Ireland being in receipt of sufficient Exchequer funding to meet the payments. In the event of any delays in such funds, there will be no liability on the part of Fáilte Ireland or the Exchequer to make good any shortfall experienced. Full details of the grant claiming process will be provided with the Letter of Offer that successful applicants will receive. Grant payments are subject to State Aid rules and to the Terms and Conditions of the Programme.

9. Programme Support & Expert Mentoring

Each applicant will be supported by a dedicated project coordinator to support them through the work programmes and address any issues they may encounter. Once applicants have approved and committed to the work in their roadmaps, they will start the process of completing those roadmaps. Throughout the Programme, participants will also receive 1-2-1 expert support from a dedicated consultant to support businesses to undertake more complex digital transformation workstreams.





10. Capability Building

To stay competitive and relevant in the digital age, businesses must develop the necessary skills and knowledge to leverage technology effectively and to develop and execute effective digital marketing strategies. All of this requires a deep understanding of customer behaviour, data analysis, and the latest trends in marketing and AI to effectively reach and engage with customers and to drive sales online.

The DTD Programme includes a robust programme of digital capability building training, including engaging with expert-led training workshops and online learning supports across the two-year period. Applicants will benefit from shared experiences, knowledge, and networking with other businesses on the Programme. Each business can nominate up to 4 employees to undergo capability building development.

11. Competency Assessment

To ensure applicants are assigned to the most appropriate training and development based on their role in the business, current knowledge and skills, each participant will have to undertake a competency assessment at the start of the Programme. The assessment will produce a recommended learning pathway tailored to individual development needs.



4. Who can apply?



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Tourism-Focused Golf Courses:

Defined by Fáilte Ireland as 18-hole golf courses that have been actively involved in tourism-related activities with Fáilte Ireland or Tourism Ireland since 2019.

De Minimis Regulation Compliance:

Applicants must qualify for the grant under the De Minimis Regulation (Commission Regulation, meaning they have not exceeded the €300,000 aid ceiling over a three-year fiscal period. (Refer to the State aid section for more details).



Capacity Evidence:

Applicants must be able to evidence at least 30% unsold tee-time capacity during the golf season (1st April 2024 to 31st October 2024).



Primary Course Data:

For golf clubs with multiple courses, verify that the tee time data provided is exclusively for the primary course and not a mix of courses. This verification will be conducted by Fáilte Ireland.



Dedicated Resource:

Applicants must provide a dedicated resource available to engage with the Programme. This resource should be available to support the Programme directly for 1-2 days per month over the two-year duration.

To make the most of this opportunity and grow your business, you will have to allocate a certain number of hours every week to gain valuable digital skills for you and your team and implement the recommended technology and actions as determined by your tailored roadmap.

While the Digital That Delivers Programme team is flexible to work with you around peak season and busy periods, a certain level of commitment on your part will be required.

To reap the full benefits of the Programme and see long-term results, you need to commit to growing your business, be ready to embrace the digital change and apply the newly shaped skills to your day-to-day operations. Following the review of the applications, Fáilte Ireland will select a cohort of successful applicants to begin their participation in the Digital That Delivers Programme in 2025, based on selection criteria outlined in this section.



5. Eligible and Ineligible Expenditure

As part of the DTD Programme, you may be eligible to apply for investment grant funding to support the implementation of technical solutions by third party vendors or contractors. Only eligible expenditure will be granted funded under the DTD Programme.

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The below lists outline items that are eligible and ineligible as part of the Programme. They are not exhaustive and are for guidance and descriptive purposes only. Fáilte Ireland's decisions in relation to eligible and ineligible expenditure and the disbursement of monies are at the absolute discretion of Fáilte Ireland and are final.

Eligible expenditure under the DTD Programme:

- · Purchase of necessary hardware and equipment
- Design, activation, enhancement, upgrade and configuration of an online tee time booking system
- · Integration of tee time booking system with website or other systems
- Accessible website design, development, set-up and optimisation, including reporting and analytics
- Digital strategy design
- Once-off SEO implementation
- Copywriting, Photography & Videography
- Accessible Digital Content Strategy Design
- Content Creation Hardware
- Digital Accessibility improvements





Ineligible expenditure under the DTD Programme

- Costs which are related to work that was not agreed as part of the grant application and approval
- · Costs not associated with the recommendations identified in the applicant's roadmap
- · Costs incurred and / or paid before date of approval by Fáilte Ireland of the project
- · Costs Incurred after the completion date as stated in your Letter of Offer
- Internal staff wages or costs for time spent on the project (including staff training costs)
- Ongoing / recurring hosting fees or any other ongoing website / system management costs
- Purchase of online or digital marketing or advertising campaigns (including start-up marketing activity)
- · Payment / credit card transaction fees charged by a vendor
- Ongoing / recurring costs for support and maintenance (including equipment replacement expenses)
- Ongoing / recurring costs for licenses or subscriptions
- Clothing
- Travel and accommodation expenses
- Printed materials
- Financing costs (including bank interest and charges)
- · Fines, penalty payments, legal costs, audit fees, insurances
- Operational costs
- Recoverable VAT

6. Terms and Conditions

and to State Aid rules.

These Guidelines should be read in conjunction with the Fáilte Ireland <u>State Aid Handbook</u> which provides more information on De Minimis funding. The aid amount granted per undertaking will also be dependent on their required technological solutions as identified following review by Fáilte Ireland's procured technical consultants. Funding is at the absolute discretion of Fáilte Ireland and is subject to the availability of Government Funding



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Applicants must read the following Terms and Conditions of Grant Funding before applying for the DTD Programme. It shall be a condition of the award of any grant to a business that the applicant agrees to the Terms & Conditions by and when completing the grant application form.

- All applications for funding will be reviewed and assessed by Fáilte Ireland to ensure eligibility.
- When submitting a claim for payment, successful applicants must confirm that the costs being proposed are only in relation to the eligible costs submitted in their application.
- · All funding approved is subject to audit.
- Fáilte Ireland may make any enquiries that it considers necessary to establish the applicant's eligibility for funding and Fáilte Ireland's decisions in relation to applicant eligibility and the disbursement of monies are at the absolute discretion of Fáilte Ireland and are final.
- Any monies granted by Fáilte Ireland will be used solely on eligible expenditure in accordance with the purposes of and objective of the Digital That Delivers Programme.
- The submission of an application should not be construed as granting any rights or expectations of funding to the applicant.
- As part of the Programme, Fáilte Ireland will seek to gather accurate and robust data relating to visitor numbers and other key indicators for the applicant's business/organisation to support our investment analysis work. This will contribute to the understanding of how the capital investment has assisted with achieving Fáilte Ireland's strategic goals for tourism. By participating in the Programme the applicant is agreeing, if approved for funding, to provide visitor performance and digital engagement data to Fáilte Ireland for an operational period of up to 10 years from the date of the last grant instalment being paid and that the applicant will work with Fáilte Ireland to ensure this data is reported on in a timely manner. All data collected will be anonymised to comply with data protection legislation.

The collection of business performance data reporting will be automated, and Fáilte Ireland reserves the right to seek visitor metrics as required. All data is gathered and stored in a secure manner and is treated in the strictest confidence. Data will never be externally identifiable at an individual business level. The data will only be used in aggregate at a county, regional or national level to provide insight to you and Fáilte Ireland on your business performance. Fáilte Ireland will also be required to review the performance and value for money of its investment in the DTD Programme to ensure compliance with the Public Spending Code. This may involve spot checks of the applicant's business/organisation if approved for funding to ensure that the systems recommended have been installed and are being used correctly. Applicants to the DTD Programme will agree to facilitate these spot checks or audits if they are required and any subsequent reporting requests. Following the installation of the technology, Fáilte Ireland will agree a plan and timelines with the applicant for the format and submission of your visitor information and other metrics.

This may include, but is not limited to, the following types of information:

- Visitor type (local, regional, domestic, overseas)
- · Overseas visitor by market
 - Visitor Time of booking; time of day, day, week, month, year
 - Visitor profile adults, youth, senior, groups
 - Ticket types full price, discount, comps,
 - Customer type walk in, pre-booked, Groups, gift voucher, repeat visitor etc
- Direct, ongoing access to Analytics and booking system reports on Website Sessions, Conversion Rates and Online Revenue
- · Direct access to reporting APIs where available





In accepting any offer of monies, the following warranties and undertakings are made by the applicant to Fáilte Ireland:

- That any information supplied by the applicant as part of its application is up-to-date and accurate, and the applicant will inform Fáilte Ireland immediately if this ceases to be the case.
 Evidence to this effect must be maintained to substantiate this if audited.
- That all acts, conditions and things required to be done and performed and to have happened before the applicant's acceptance of the terms and conditions of the Digital That Delivers Programme have been done and performed and have happened in due and strict compliance with Irish law.
- No funding will be granted by Fáilte Ireland unless and until an application has been completed to Fáilte Ireland's satisfaction, and the applicant has accepted and complied with these Terms and Conditions. A Letter of Offer will be issued to the Applicant confirming the offer, prior to payment being issued.

In the event of failure by an applicant to complete all elements of the Project on time (as per the date for completion set out in the Letter of Offer) and/or to the satisfaction of Fáilte Ireland or in the event of failure to comply with any part of the Guidelines, Terms and Conditions of the Digital That Delivers Programme or the Letter of Offer, Fáilte Ireland may at its sole discretion;

- Require specific performance of the terms and conditions of the Digital That Delivers Programme
- · Cancel any grant balance and/or
- Require the repayment of any part of the grant paid to the grantee.

That even in circumstances where the applicant has initially been approved to receive a grant, Fáilte Ireland retains an overall discretion and reserves its right to refuse to grant funding on reasonable grounds. For example, this reasonable refusal may be made on the basis that the applicant is subject to an insolvency procedure in the Republic of Ireland, otherwise based on the financial prospects of the applicant business, there is a change to the De Minimis Regulation or the Applicant's eligibility to avail of De Minimis funding or on the basis that sufficient Exchequer Funding is no longer available.

Fáilte Ireland is entitled to vary the terms and conditions applicable to the Digital that Delivers Programme, in respect of applications that have not yet accepted the Terms and Conditions, without prejudice to its rights and any other requirements or criteria.

Fáilte Ireland may at its discretion impose monitoring and reporting obligations on the applicant and the applicant will provide Fáilte Ireland with documentation and assistance in any audit of records. The applicant agrees that Fáilte Ireland may carry out inspections of applicant's records and measures taken by the applicants to ensure compliance with the Digital That Delivers Programme.

Applicants must complete all elements of the Programme for which funding has been approved. Failure to complete all elements may result in funding already paid becoming repayable by the grantee.

The applicant will comply with EU State aid rules and repay any grant monies required to be repaid to Fáilte Ireland or otherwise where the business or the project is no longer State aid compliant.

The applicant business must not have been insolvent or unable to pay its debts as they fell due as of 31 December 2022.

The applicant must not be subject to collective insolvency procedure under Irish law, meaning:





- No receiver or receiver and manager has been appointed over all or any of the assets of the company.
- No petition seeking the winding up of the company has been presented.
- No order has been made winding up the company on any grounds.
- No resolution has been passed by the members to wind up the company on an insolvent basis.
- No petition seeking the appointment of an examiner to the company has been presented.
- No statutory demand has issued against the company pursuant to section 570 of the Companies Act 2014.
- No informal or formal compromise or scheme of arrangement has been entered into with any creditors of the company.

Fáilte Ireland may conduct an assessment into non-compliance by an applicant with these terms and conditions of the Digital That Delivers Programme and reserves the right to review and revoke the grant, including where it receives corroborated third-party complaints.

The timing of grant payments under the Digital That Delivers Programme is subject to Fáilte Ireland being in receipt of sufficient funding from the Irish State to meet those payments. In the event of any unavailability or delay, there will be no liability on the part of Fáilte Ireland or the Irish State to make good any loss or damage suffered, or shortfall experienced by applicants.

That the applicant is and will continue to be at all times fully compliant with all relevant legal obligations where applicable including, but not limited to, any in regard to health and safety, employment, disability, planning, the environment, taxation, child protection, data protection, equality of opportunity, the nine grounds of discrimination under the Equal Status Act 2000, local authority and industry requirements and any other requirements under Irish or EU law.

All public bodies, including Fáilte Ireland, who are distributing Public Funding, are obliged to comply with the requirements of the Public Spending Code to ensure best value is achieved from state resources. Fáilte Ireland and applicants under this Scheme are also subject to the rules of the Department of Public Expenditure and Reform Circular 13/2014 Management of and Accountability for Grants from Exchequer Funds. Successful applicants will be required to comply with the highest standard of transparency and accountability as set out therein. For more information see <u>https://</u> <u>circulars.gov.ie/pdf/circular/per/2014/13.pdf</u>

Applicants are responsible for satisfying themselves that the aid being granted to them is being lawfully granted and to ensure adherence with State Aid rules. If an applicant provides false information and this is found to be the case, this will result in the aid being recovered by Fáilte Ireland on the grounds that this is illegal aid. Applicants are encouraged to carefully review, consider and adhere to these terms and conditions, together with the eligibility criteria of the Golf Digital Transformation Programme for the purposes of State aid compliance. Applicants should exercise particular care where they are in receipt of other State Funding to ensure compliance with maximum funding levels and seek professional advice where appropriate.

At any time up to 31st December 2035, the applicant may be asked to make all books and records relating to the DTD Programme available to authorised Fáilte Ireland personnel and, upon the giving of seven days' notice, to any accountant, auditor, or other consultant appointed or designated by Fáilte Ireland, the C&AG or the European Commission.

The applicant will provide all necessary cooperation and will comply with all directions, if any, which may be given by Fáilte Ireland or the Commission on foot of any resultant reports prepared by any such internal or external parties including any requirement that the grant be repaid.

Fáilte Ireland will carry out an impact analysis of this Digital That Delivers Programme to include a review of the impact of the funding, success of the Programme, and value for money for public expenditure. Applicants must comply with, and facilitate, all research and analysis that is undertaken as part of this review.

To facilitate the efficient monitoring of and compliance for the Digital That Delivers Programme the applicant agrees to facilitate any staff member or representative of Fáilte Ireland or the European Commission.





Where the applicant fails to comply with any of the Guidelines, Terms and Conditions contained in this document or information supplied is found to be incorrect Fáilte Ireland may, at its sole discretion: require specific performance of the conditions of the Golf Digital That Delivers Programme and/or require immediate repayment of the Grant, or any part of the Grant already paid, to Fáilte Ireland from the applicant and/or be under no obligation to pay the Grant or any part thereof to the applicant. Fáilte Ireland reserve the right to amend these terms and conditions.

7. Completion of Work

The date by which work must be completed, the conditions in relation to industry standards and meeting with statutory and local authority requirements, will be specified in your Letter of Offer.

8. Retention of Records

Grantees must comply with all conditions in relation to the retention of records, which extends also to Contractors and Sub-Contractors engaged in the development. All relevant records must be made available upon request for examination by authorised officials of Fáilte Ireland, the Department of Tourism, Culture, Arts, Gaeltacht, Sport and Media other relevant Government Departments, and the Office of the Comptroller and Auditor General for 10 years.

9. Legal and State Aid

Fáilte Ireland is the grant aiding Authority for the Digital That Delivers Programme. The legal basis of the Digital That Delivers Programme is the National Tourism Development Authority Act, 2003. Grants are provided in accordance with the criteria set out above, subject to EU State Aid law. Aid being provided towards this Programme from 1 July 2022 is subject to the provisions of the De Minimis Regulation*. In order for funding to fall within the De Minimis Regulation* its provisions must be complied with in all cases and in all respects in so far as they apply to State Aid for a particular applicant. While Fáilte Ireland has a primary responsibility to comply with those requirements and other State Aid rules, compliance also depends on the co-operation of applicants, including their adherence to these Guidelines, Terms and Conditions, their candour in making applications to us and, ultimately, their compliance with the terms and conditions attaching to the grant, if successful.

*Commission Regulation (EU) No on the application of Articles 107 and 108 of the Treaty on the Functioning of the European Union to de minimis aid

It is the applicant's responsibility to ensure that they are aware of any further amendments to the De Minimis Regulation and applicants are free (and encouraged) to take legal advice as appropriate on how State Aid rules and all other applicable legislation apply in their particular situation. If applying for De Minimis funding in the 3 fiscal years following the awarding of funding from Fáilte Ireland, or any State body, applicants are required to disclose all De Minimis funding awarded. If an applicant is unsure whether they have previously received De Minimis funding, they should check the letter received from the funding body in question. If the letter is silent as to De Minimis funding, a clarification should be sought from the funding body. Applicants should declare all public support already received, anticipated or that might possibly be received. Please note that in order for Fáilte Ireland to maintain De Minimis records, all applicants must complete a De Minimis declaration which is included within the Application Form.

A De Minimis declaration will be required immediately prior to each grant drawdown to ensure eligibility having regard to the De Minimis cap on funding. These Guidelines should be read in conjunction with the De Minimis Regulation, and the Fáilte Ireland State Aid Handbook, which provides more information on the De Minimis funding conditions. Applicants should also be mindful of cumulation or 'double funding' rules, information on which is contained in Chapter 4 of the Handbook. Applicants should ensure that they seek their own independent, professional advice regarding State Aid and procurement matters in particular. Applicants should also note that an EU wide register of De Minimis funding is being established and that their details will be entered on such register in due course.





10. Freedom of Information

Fáilte Ireland is subject to the requirements and the provisions of the Freedom of Information Act 2014 (the "FOI Act") and the European Communities (Access to Information on the Environment) Regulations 2007 to 2018 (the "AIE") (as each is amended from time to time).

It may be necessary for Fáilte Ireland to disclose, in connection with the Golf Digital Transformation Programme, (a) any information supplied by the applicant to Fáilte Ireland and (b) any relevant data and records accumulated by Fáilte Ireland in administering the Golf Digital Transformation Programme under this FOI and AIE legislation.

Where the information is considered to be commercially sensitive; Fáilte Ireland may contact the applicant in this regard in advance; however, Fáilte Ireland may still be required to release this information. The final decision on disclosure rests with the Office of the Information Commissioner, and ultimately, the Courts.

Applicants should also note that Fáilte Ireland may publish details of the Programme including, but not limited to, names of applicants that receive funding and the amounts paid to each. Fáilte Ireland at its sole discretion may decide to publish only details of recipients above a certain threshold, the total amount of funding paid under the Golf Digital Transformation Programme, the average grant figure or the minimum and maximum grant amounts paid.

11. Data Protection

Both the applicant and Fáilte Ireland shall have regard to their statutory obligations under the GDPR (2016/670) and the Data Protection Acts 1988 to 2018. In this regard, in so far as Fáilte Ireland processes personal data for the purpose of this application it shall comply with its obligations as a "data controller" under the GDPR. Please read Fáilte Ireland's Data protection Privacy Statement for details <u>HERE</u>. Applicants are solely responsible for ensuring their websites are compliant with data protection legislation. A GDPR website checklist will be made available to all applicants upon Programme launch for guidance purposes only. Grantees remain responsible for ensuring that they are compliant with all laws applicable to their business as they are the Data Controller. Fáilte Ireland, its servants or agents accept no liability in that regard. Personal data supplied to Fáilte Ireland (Independent Data Controller) in relation to the Digital That Delivers Programme and the applicant may be processed by Fáilte Ireland for the purposes of the administration of the Programme. The legal basis for such processing is Fáilte Ireland's statutory functions under the National Tourism Development Authority Act, 2003.

Fáilte Ireland will be sharing non personal information provided in the Application form or pursuant to the Digital That Delivers Programme with their procured third-party technical consultants, Government Departments and/or Government Agencies, if information is required from those organisations to ensure compliance with EU and/or national legislation requirements. Should your application be successful we will retain it for 10 years.

12. Investment Grant Amounts

Grants made pursuant to the Digital That Delivers Programme are provided on the basis of the criteria set out in these Guidelines, and on the proviso that the applicant qualifies to receive grant aid on the basis of the De Minimis Regulation.

Grants provided under this scheme are granted in accordance with the criteria set out below, and subject to the applicant qualifying to take the grant on the basis of the De Minimis Regulation (Commission Regulation (EU). There is a ceiling of €300,000 for all De Minimis aid, regardless of the source, awarded to any single undertaking within the meaning of Article 2(2) of the De Minimis Regulation (to include groups of linked enterprises) by any State agency or public body over a three-year fiscal period. This is particularly important for group companies and subsidiaries of Local Authorities. Grant awards made under this Programme are made on the condition that the grant combined with any other De Minimis aid received during any three-year fiscal period does not exceed the ceiling of €300,000 for all De Minimis aid from any source.

Digital that Delivers





For further information on the Digital that Delivers Programme please visit: <u>www.failteireland.ie</u> or email: <u>digital.delivers@failteireland.ie</u>

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