

Terms and Conditions

ESSENTIAL GRANTS PROGRAM (“Program”)

1. INTRODUCTION

- a. These Terms and Conditions govern the Program.
- b. Submitting an Application or being allocated a Grant is deemed acceptance of these Terms and Conditions.
- c. Essential Energy will run the Program in conjunction with Our Community Pty Ltd to allocate funding to Successful Applicants in the Essential Energy Network Area.

2. APPLICATIONS

- a. During the Application Period, an Application can be submitted by accessing a link to the online grant application form (located at www.essentialenergy.com.au/essentialgrants) via Essential Energy’s Web Page.
- b. Only one Application can be submitted per Group per operational area in the Essential Energy [network area](#).
- c. Applications must be submitted online via www.essentialenergy.com.au/essentialgrants. Applications will not be accepted by Essential Energy in any other form.
- d. By submitting an Application on behalf of a Group, an individual is:
 - i. agreeing to their contact details being shared with the Group on behalf of which they have submitted the Application; and
 - ii. representing and warranting that they have obtained consent and/or have the approval and authority of the Group to use any content, imagery or photography submitted in the Application, and that Essential Energy may use the content, imagery or photography submitted for the purposes of marketing and promoting the Program.
 - iii. agreeing to indemnify Essential Energy against any loss resulting from a breach of the warranty at clause 2cii above.
- e. Applications are deemed made at the time each Application is received by Essential Energy on its database (via the SmartyGrants platform). Essential Energy and Our Community Pty Ltd accept no responsibility for any late, lost or misdirected Applications due to technical disruptions, network congestion or for any other reason (whether or not after their receipt by Essential Energy).

3. ELIGIBILITY CRITERIA

- a. Subject to clauses 3b, 3c and 3d, to be eligible for the Program, Applicants must :
 - i. be located in the Essential Energy Network Area and provide support to communities within that area; and
 - ii. be a Group; and
 - iii. submit a complete Application which demonstrates the lasting and tangible benefit to the community of the proposed initiative.
- b. Applicants are not eligible for the Program if they:
 - i. are the sole responsibility of Local, State or Federal Government, however events or community projects run by committees on behalf of councils are welcome to apply;
 - ii. are funded year on year by State or Federal Government;
 - iii. provide personal bank account details;

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- iv. solely support political and/or religious organisations. For the avoidance of doubt, groups linked to religious or political groups but involved in philanthropic causes, such as a church soup kitchen are permitted to enter as long as any funds secured are used solely for philanthropic activities;
 - v. are involved in any type of unlawful activity;
 - vi. are involved in gambling, betting or gaming;
 - vii. have previously received a Grant from Essential Energy in relation to the Program; or
 - viii. only support or benefit an individual or employee.
- c. Applicants are not eligible for the program if, in the sole opinion of Essential Energy, they:
- i. do not reflect Essential Energy's values;
 - ii. pose a reputational risk to Essential Energy;
 - iii. feature alcohol as being intrinsic to the running of their activities;
 - iv. are controversial or divisive;
 - v. present a safety risk to the community;
 - vi. denigrate, exclude or offend minority community groups;
 - vii. create environmental hazards;
 - viii. do not reflect community standards; or
 - ix. Essential Energy has exhausted available funding.
- d. Any Applications made by a Governance Team Member will not be eligible for the Program.

4. APPLICATION ASSESSMENT

- a. At the end of the Application Period, Essential Energy will assess each Application, including to confirm eligibility for the Program.
- b. Essential Energy's assessment of each Application will consider factors including but not limited to:
 - i. The overall benefit to the community;
 - ii. Whether the initiative outlined in the Application will be completed within the Grant Period;
 - iii. Any risks associated with the Application; and
 - iv. The alignment of the Application to the purpose of the Program.

5. SUCCESSFUL APPLICATIONS

- a. All Applicants will be notified via email of the outcome of their Application at the end of the Review Period.
- b. To receive a Grant, Successful Applicants must promptly enter into a Grant Agreement with Essential Energy.
- c. Successful Applicants will need to pass a final validation check to ensure that they meet the eligibility criteria set out in clause 3 above. Applicants who do not meet the eligibility criteria may be withdrawn from the Program.
- d. Each Successful Applicant identified will be required to provide a PHOTOCOPY of either a deposit slip or bank account header (with financial details covered) showing the BSB, account name and account number for the Group.
- e. Essential Energy may remove a Successful Applicant from the Program at any time for a failure to meet the eligibility criteria set out in clause 3 above.

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- f. Essential Energy may remove a Successful Applicant from the Program if they fail to provide their bank details or the signed Grant Agreement by the requested date.
- g. If a Successful Applicant has been removed from the Program as a result of clause 5.d, they are ineligible to apply for the Program for the 12 months following their removal, but may reapply once 12 months has passed.
- h. Successful Applicants must submit an online report within 6 months of receiving a Grant, detailing the impact of the Grant on the community, photo/video of the project, including how the Grant has been spent. The details of the online report will be set out in the Grant Agreement.
- i. Essential Energy may contact Successful Applicants once Grants are distributed for media purposes.

6. GENERAL

- a. Essential Energy reserves the right to amend these Terms and Conditions at any time throughout the Program without notice.
- b. Essential Energy may cancel the Program at any time for any reason and without notice.
- c. If, for any reason, the Program is not capable of being conducted as planned, Essential Energy reserves the right to take such action it deems necessary in its sole discretion which, without limiting the generality of the foregoing may include modifying, suspending, terminating or cancelling the Program or only funding a proportion of Successful Applicant in its sole discretion.
- d. To the extent permissible by law, Essential Energy excludes: (i) all warranties of any kind relating to these Terms and Conditions, whether implied, statutory or otherwise; and (ii) all implied terms of any kind relating to these Terms and Conditions, whether statutory or otherwise.
- e. Except for liability that cannot be excluded by law, Essential Energy (including its officers, employees, and agents) excludes all liability for any personal injury; or loss and damage whatsoever (including loss of opportunity) whether direct, indirect, special or consequential whether in an action in contract, negligence or other tort, statute or otherwise, arising in any way out of or in connection with the Program or these Terms and Conditions.
- f. Essential Energy reserves the right, in its sole discretion, to disqualify any Applicant who Essential Energy has reason to believe has breached, or not fully complied with, any of these Terms and Conditions, made a misrepresentation in the course of the application process, or engaged in any unlawful or other improper misconduct which may jeopardise the Program (including jeopardising the administration or reputation of the Program). Essential Energy's legal rights to recover damages or other compensation from such Applicant are reserved.
- g. All information submitted as a part of the application process become the property of Essential Energy.
- h. Essential Energy and Our Community Pty Ltd reserve the right to keep the outcome of an Application and associated assessment methodology confidential.
- i. Essential Energy is bound by the Australian Privacy Principles ("APPs") in the *Privacy Act 1988* (Cth) and by submitting an Application, Applicants are taken to consent to Essential Energy's privacy policy which contains information, amongst other things, about how they may access personal information that is held by Essential Energy about them and seek correction of such information. See www.essentialenergy.com.au/privacy to access Essential Energy's privacy policy.
- j. The Program and these Terms and Conditions are governed by the laws of New South Wales and Applicant submits to the exclusive jurisdiction of the courts of that State.

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7. DEFINITIONS

- a. **Applicant** means a person, Group, or organisation that submits an Application during the Application Period.
- b. **Application** means an application submitted during the Application Period for an Applicant to be confirmed as a Successful Applicant. Applications must be submitted online via the online application form on the Essential Energy website at– www.essentialenergy.com.au/essentialgrants.
- c. **Application Period** means the period opening at 9am on Monday 3 February 2025 and closing at 5pm on Monday 31 March 2025.
- d. **Essential Energy** means Essential Energy ABN 37 428 185 226 of 8 Buller Street, Port Macquarie NSW 2444.
- e. **Essential Energy Network Area** means those regions within the operational areas identified on the hyperlinked map.
- f. **Essential Energy's Web Page** means www.essentialenergy.com.au/essentialgrants.
- g. **Our Community Pty Ltd / SmartyGrants** ABN 24 094 608 705 of 552 Victoria Street, North Melbourne VIC 3051 Australia, being the chosen funding partner who will support the operation of the Program by Essential Energy.
- h. **Grant** means an amount, determined in Essential Energy's sole discretion, up to 10% of the Total Funding Pool, which has been allocated to a Successful Applicant under the Program.
- i. **Grant Agreement** means a legally binding agreement between Essential Energy and a Successful Applicant outlining the terms on which Essential Energy agrees to provide the Grant.
- j. **Grant Period** means the period of 6 months commencing on the day a Grant is provided by Essential Energy to a Successful Applicant.
- k. **Governance Team Member** means any Essential Energy employee involved in the governance of the Program, including but not limited to the following Essential Energy employees: Sustainability Officer, Head of Sustainability, Head of Corporate Affairs, Community Relations Managers, Community Relations Advisors, Operations Managers, Head of Stakeholder Engagement, and Members of the Essential Communities Committee.
- l. **Group** means a charity, a not-for-profit or non-profit organisation, a Non-Governmental Organisation or a community group or event.
- m. **Program** means the *Essential Grants* Program run by Essential Energy to provide funding opportunities to Successful Applicants across the Essential Energy Network Area.
- n. **Review Period** means a period of approximately 6 weeks, starting 5pm on Monday 31 March 2025.
- o. **Successful Applicant** means an Applicant who, at the close of the Application Period, is confirmed to meet the Program eligibility criteria as set out in clause 3 and is selected by Essential Energy in accordance with clause 4 to receive a Grant.
- p. **Total Funding Pool** means A\$150,000.