

2021 Jemena Community Grants Program Terms and Conditions



Background

The following terms and conditions apply to the Jemena Community Grants Program (**Terms and Conditions**).

Submission of an Application is deemed acceptance of these Terms and Conditions.

1 Application Process

- 1.1 Applications for the 2021 Jemena Community Grants Program open from 9am 31 May 2021 AEST and closes 5pm, Sunday 11 July 2021 AEST (**Application Period**).
- 1.2 To apply for a Jemena Community Grant, Applicants must meet the Eligibility Criteria and accurately complete the Application Form.
- 1.3 In evaluating, Jemena may require clarification or elaboration of information supplied.
- 1.4 Due to limited funding, not every application that meets the Eligibility Criteria may receive a Jemena Community Grant.
- 1.5 Jemena, in its sole and absolute discretion and without recourse to any Applicant or other third party, reserves the right to:
 - (a) reject any or all Applications;
 - (b) accept any Application;
 - (c) award any quantum to an Applicant;
 - (d) extend the Application Period; or
 - (e) otherwise amend or cancel the Jemena Community Grants Program including these Terms and Conditions.
- 1.6 Jemena is not obliged to give reasons for the acceptance or rejection of an Application.
- 1.7 Jemena may at any time during the Application Period award Jemena Community Grants periodically.
- 1.8 Jemena shall use reasonable endeavours to notify all Applicants of the result of their Application within 60 days of the end of the Application Period.

2 Eligibility Criteria

- 2.1 To be eligible to apply for and receive a Jemena Community Grant, Applicants must:
 - (a) be an incorporated not-for-profit organisation (endorsed

by the Australian Tax Office with Deductible Gift Recipient status); registered charity, school or community group with a registered Australian Business Number (ABN);

- (b) deliver an event or program within the 2021/22 Financial Year, in the Jemena footprint and that supports the local community (**Funding Activity**); and
 - (c) hold a current bank account in Australia in its name.
- 2.2 Jemena cannot fund:
- (a) individuals, commercial businesses and government entities;
 - (b) activities outside of Jemena's footprint;
 - (c) activities which have already been completed prior to the date of funding;
 - (d) organisations or activities which do not reflect Jemena's values;
 - (e) organisations or activities which do not reflect local community standards;
 - (f) activities which denigrate or exclude members of the community;
 - (g) activities which are or could be perceived to be unsafe or cause harm to people, animals or the environment;
 - (h) political or religious pursuits; and
 - (i) organisations or activities associated with gambling, drug or alcohol
 - (j) activities or events which are already sponsored by government or industry.

3 Warranties

- 3.1 Applicants warrant, for the benefit of Jemena, that:
 - (a) the information contained in their Application is accurate and complete;
 - (b) a Jemena Community Grant will be put towards the Funding Activity set out in the Application;
 - (c) they have obtained, or will be able to obtain, all consents, permits authorities and

licences (or other necessary authorisations), insurance necessary for them to provide the Funding Activity and supply the Applicant Material to Jemena;

- (d) they are not insolvent and there is no unfulfilled or unsatisfied judgement or court order outstanding against them and they are not aware of any court proceeding or action (including pending or potential proceeding or action) that would affect their ability to successfully perform Funding Activity; and
- (e) they will make no claim against Jemena or Jemena's Associates in relation to the Jemena Community Grants Program or the Funding Activity.

4 Promotional Activities

- 4.1 The Applicant acknowledges and agrees to:
 - (a) share outcomes (including photographs) of the Funding Activity with Jemena, in the form of photographs, written updates and a short acquittal upon Activity completion
 - (b) Jemena promoting successful Applicants and Funding Activities on the Jemena Website, social media, through annual Reports and other channels, and
 - (c) Where appropriate, Jemena participating in the Funding Activity and related promotional activities.

5 Intellectual Property

- 5.1 Applicant Material is licensed to Jemena on a non-exclusive, perpetual, royalty-free, world-wide right (including the right to sublicense) basis to use, reproduce, adapt, develop and exploit the Applicant Material.

6 Indemnity

- 6.1 The Applicant indemnifies and will keep indemnified Jemena and Jemena's Associates in respect of any loss, damage, expense, suit, proceeding or cost which may be suffered or incurred by Jemena or its Associates in relation to the Funding Activity and Applicant Material.

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7 Privacy

- 7.1 Jemena may collect Personal Information for the purpose of determining suitability or awarding a Jemena Community Grant or in the Promotion of the Funding Activity.
- 7.2 The Applicant acknowledges and agrees to Jemena storing and handling personal information in accordance with our Privacy Policy (<http://jemena.com.au/about/privacy.aspx>).

8 GST

- 8.1 If a party (**supplying party**) makes a taxable supply under this agreement the party that is liable to provide the consideration (**receiving party**) must also pay an amount equal to the GST payable by the supplying party.
- 8.2 Upon receipt of a valid tax invoice, the receiving party is required to pay the GST amount at the same time it is liable to provide the consideration.
- 8.3 Any cost or expense that is required to be reimbursed or indemnified under this agreement must exclude any amount in respect of GST included in the cost or expense for which the party seeking reimbursement was or is entitled to claim an input tax credit.

9 General

Governing law

- 9.1 These Terms and Conditions are governed by the laws of the State of Victoria. The Applicant submits to the non-exclusive jurisdiction of the courts of Victoria and the courts of appeal from them.

Severability

- 9.2 If any clause or part of any clause is held by a court to be invalid or unenforceable, that clause or part of that clause is regarded as having been deleted from these Terms and Conditions and otherwise the Terms and Conditions remain in full force and effect.

Entire Agreement

- 9.3 These Terms and Conditions constitute the entire agreement between the parties about its subject matter and supersedes any previous understanding, agreement, representation or warranty relating to this subject matter.

No partnership

- 9.4 The Applicant must not represent itself and must ensure that its employees and agents do not represent themselves as being Jemena partners, employees or agents.

10 Interpretation

Definition

- 10.1 These meanings apply unless the contrary intention appears:

Affiliates means:

- (a) any legal entity that is a related body corporate or subsidiary of Jemena (including subsidiaries of the related bodies corporate); and
- (b) any legal entity whose assets are managed or operated by Jemena's related bodies corporate.

For the purposes of this definition, the terms "related body corporate" and "subsidiary" have the meanings given to those terms in the Corporations Act 2001 (Cth).

Applicant means the party listed as the Applicant on the Application Form.

Applicant Material means any information and material supplied by the Applicant under this Agreement including but not limited to information set out in the Application Form, outcomes of the Funding Activity and photographs.

Application Form means the form set out on www.jemena.com.au/community

Application means a complete and submitted Application Form.

Jemena Community Grant means any funding awarded under the Jemena Community Grants Program.

Jemena Community Grants Program has the meaning given on the Jemena Website.

Jemena Website means www.jemena.com.au.