

ELDERS COMMUNITY GIVING PROJECT TERMS AND CONDITIONS

Thank you for your interest in applying for a grant through the Elders Community Giving Project ('Project'). Before you submit your application, please read through these terms and conditions to ensure you understand your obligations and conditions of application. By submitting your application for the Project, the applicant (through its authorised officer or representative) accepts and agrees to be bound by the terms and conditions in this document.

1) Elders Community Giving Project and Purpose

- a) The purpose of the Project is to invest in regional, rural and remote communities across Australia through the provision of 14 grants that align with Elders' areas of focus.
- b) The Project offers two tiers of funding for grants:
 - (1) Six (6) grants of up to AU\$20,000;
 - (2) Eight (8) grants of up to AU\$10,000.
- c) Applications must align with one or more of the six pillars (referred to as the 'Community Giving Project Pillars') as follows:
 - i) People and Regions;
 - ii) Environmental Awareness;
 - iii) Innovation into the Future;
 - iv) Healthy Bodies and Minds;
 - v) Encouraging Diversity; and
 - vi) Safety First.
- d) There is a seventh pillar, an open category named as the "People's Choice" which will provide two (2) grants of up to AU\$10,000 each in addition to the outlined pillars.
- e) Applications will be assessed based on merit at Elders' discretion; chance plays no part in the awarding of grants.
- f) The grants will be awarded to applicants who can clearly demonstrate how their project aligns to the Community Giving Project Pillars, the need for the project/initiative in the community, anticipated outcomes which show genuine longevity and positive impact, creativity and innovation, and that are located in a regional, rural or remote area in which Elders, or an Elders owned and operated, business operates in Australia through a physical presence.
- g) Successful applicants will be notified in July 2024 via telephone and email and the applicant's name will be published on Elders' social media, website and via a media release.

2) Application Process

- a) Applications will be open from Tuesday, 12 March 2024 at 9am (ACDT) until 10 May 5pm (ACST).
- b) Late or incomplete applications will not be considered.

- c) Applications must be submitted electronically via the online portal [SmartyGrants](#).
- d) Each applicant may only submit one application.
- e) Applicants will be provided an application number through SmartyGrants, please make note of this number and reference it in any correspondence regarding your application.
- f) Elders will appoint a group of individuals to make up a Project selection panel. The panel will have absolute discretion in awarding grants. All decisions by the panel will be final.
- g) Due to the number of applications anticipated, Elders will not be providing feedback on applicant's applications.

3) Eligibility to Enter

To be eligible to apply for a grant, applicants:

- a) must be a non-government and/or not-for-profit organisation with a registered Australian Business Number (ABN) or an incorporated organisation (unincorporated organisations may be auspiced by an incorporated organisation and must provide a letter from the auspice organisation confirming that the auspice arrangement is valid and current)
- b) must not be affiliated with a political party or union, take an overtly political stance in the focus of its work or be in receipt of, or receiving, funds from a political party or union;
- c) may have a religious basis, but any program or initiative must not incorporate religious teaching into the delivery of the program or initiative;
- d) must declare if it is seeking funding for the same initiative elsewhere. It will not hinder your application or possible success.
- e) must be located and service a regional, rural or remote community in which Elders or, an Elders owned and operated business, operates or has a physical presence (i.e., not a metropolitan area).

4) Ineligible Applicants

Ineligible applicants include those that:

- a) do not meet the criteria in 3) above;
- b) involve an applicant that is an individual in their personal capacity or an individual or company applying on behalf of an individual or trust;
- c) have a project which:
 - i) does not align with Elders' brand and values;
 - ii) has a low level of community support or need;
 - iii) is primarily aimed at the promotion or sponsorship of a sporting activity. Sporting organisations are eligible to apply if their proposal is about the support of community sport, not the sport itself; or
 - iv) is commercial in nature.
- d) fund of community services such as fire brigade, ambulance, flying doctor;
- e) are donations to other charities, foundations or general appeals and lotteries;

- f) are applying for a project which requires ongoing funding;
- g) subsidise operating costs and business as usual activities, such as wages, rent, payment of utilities; and
- h) are organisations or groups who discriminate based on race, gender, beliefs, class or cultural considerations.

5) Obligations of Elders' Project grant recipients

- a) The contractual documentation between Elders and the applicant is made up of
 - i) the Letter of Offer;
 - ii) the Grant Details (Attachment 1);
 - iii) the terms and conditions detailed in this document (referred to as the 'Terms and Conditions'),
(together the '**Contract**').
- b) Successful applicants must also complete the 'Acquittal Form' (Attachment 2) upon the conclusion of its project.
- c) The above documentation constitutes the entire agreement between Elders and the applicant and supersedes all prior agreements, representations, conduct and understandings. The documentation may be supplemented by further documentation in the event an applicant is to be awarded a grant prior to payment of any grant.
- d) All recipients must ensure compliance with all applicable laws.

6) Governing Law

These terms are governed by the laws of South Australia, and the parties submit to the exclusion jurisdiction of the courts of South Australia with respect to any dispute.

7) Void/voidable provisions

If any provision of these terms and conditions are found to be void, invalid or unenforceable, it will be severed from these terms and conditions and the terms and conditions will otherwise continue in force.

8) Assignment

The applicant may not assign or transfer its rights under this document or with respect to any grant without Elders' prior written consent.

9) Notice Details

- a) Customers can notify or otherwise contact Elders:
 - i) By emailing community.giving.project@elders.com.au
 - ii) By telephoning (08) 8425 4000
 - iii) By posting to GPO Box 551, Adelaide SA 5001

- b) Where this a requirement for Elders to notify the Customer, it will do so in writing which includes sending the notice via email.

10) Cancellation and Termination

- a) Due to legitimate business reasons, Elders may be required to cancel the Project before grant funds are paid. Elders is not liable for any losses in the event of a cancellation. Elders will provide the applicant with as much notice as possible in the event of a cancellation.
- b) An applicant may withdraw their application at any time during the process before grant funds are provided. Notice must be provided in writing to Elders.
- c) If grant funds are used for an unintended purpose by an applicant, Elders reserves the right to terminate the Contract immediately on the provision of written notice and recover the grant funds paid as a debt.
- d) If for any reason it becomes impossible for one or both of the parties to perform their respective obligations under the Contract due to a Force Majeure Event, a party will be entitled to terminate this Contract after 30 days after using all reasonable endeavours to overcome the effects of the Force Majeure Event. If termination occurs, any grant funds not utilised must be returned to Elders by the applicant immediately.
- e) For the purpose of this provision '**Force Majeure Event**' means an act, event or occurrence such as an act of God, fire, flood, explosion, riot, war, hurricane, sabotage terrorism, vandalism, accident, emergency animal disease, pandemic, restraint of government, governmental act, injunction and other like events that are beyond the reasonable anticipation and control of the party affected despite such party's reasonable efforts to prevent, avoid, delay, or mitigate the effect of such acts, events or occurrences, and which are not attributable to that party's failure to perform their obligations under the Contract.

11) Privacy

- a) By submitting an application, the applicant consents to the collection of any personal information provided and use of that personal information for the Project. Any personal information will be disclosed to Elders only with full express consent of any person identified in or by the personal information or will be appropriately de-identified by the applicant before submission.
- b) Information collected in connection with this application will be handled in accordance with Elders Privacy Policy ("**Privacy Policy**"). A copy of the Privacy Policy is available on Elders' website at www.elders.com.au/privacy-policy/

12) Agreement and acknowledgement

- I, on behalf of the applicant, acknowledge and agree that in submitting an applicant for a grant:
- a) I am duly authorised or appointed to apply for a grant on the applicant's behalf;

- b) the terms and conditions of the Project are those as stipulated in this document which are legally binding on the applicant and accepted;
- c) that information submitted in the applicant's application, including personal information, will be submitted to, or on, the SmartyGrants platform and the applicant agrees to be bound by the terms of use and associated documentation with respect to that platform;
- d) Elders made no representations or warranties regarding the success or otherwise of the applicant's project and that all matters relevant to the applicant's project are a matter for it and the applicant will, or waive the opportunity to, obtain independent legal, financial and/or other advice appropriate to its circumstances;
- e) Elders will not be responsible for any liability, financial or otherwise suffered by the applicant in relation to the conduct of the Project or any third party (related or otherwise). Elders assumes no obligation to reimburse or in any way compensate the applicant for losses or expenses incurred in connection with its application and possible subsequent success of obtaining a grant;
- f) if the applicant is awarded a grant:
 - i) the amount granted to the applicant, and the terms and conditions in relation to the timing and frequency of payment, will be determined by Elders in its absolute discretion;
 - ii) the applicant will enter further documentation to Elders satisfaction prior to the acceptance of a grant;
 - iii) the applicant will only use grant funds for the purpose outlined in its application or otherwise agreed in writing with Elders;
 - iv) the applicant will maintain appropriate records with respect to use of the grant funds (for example, receipts) that demonstrate the usage of grant funds have been properly and legitimately incurred. Elders has the right to periodically audit the use of grant funds on the provision of reasonable notice;
 - v) if grant funds are not used for the approved purpose, then the applicant must repay the full amount of the grant to Elders on demand within 21 days; and
 - vi) the applicant will be responsible for any taxes it may be liable for in relation to receiving funding from the Project;
- g) the applicant will not offer any incentive, reward, promotion or gift to Elders' representatives without the prior written consent of Elders and any such gift must not have a market value in excess of \$250.