



Community Grants Program Terms

1 These Terms

1.1 Bunnings Group Limited (ACN 008 672 179) (**Bunnings**) has established the Bunnings Community Grants Program (**Community Grants Program**) to support eligible community groups through the provision of grants for local, grassroot projects (**Grants**).

1.2 These Terms apply to:

- (a) any not-for-profit organisation that applies for the Community Grants Program (an **Applicant**); and
- (b) any successful Applicant who receives a Grant under the Community Grants Program.

2 Application process

2.1 Eligibility criteria

- (a) All Applicants must meet the following criteria (the **Eligibility Criteria**):
 - (i) the Applicant is a Registered Not-for-profit Organisation in Australia with a valid ABN or New Zealand with a valid NZBN; and
 - (ii) the Applicant:
 - (A) is not an individual; or
 - (B) (or any related entity or group member of the Applicant) does not operate in any jurisdictions other than Australia and New Zealand.
- (b) **Registered Not-for-profit Organisation** means an entity that:
 - (i) is not carried on for the purposes of profit or gain to its individual members;
 - (ii) applies its income and assets solely to further its objectives; and

(iii) is registered with the:

- (A) Australian Charities and Not-for-profits Commission; or
- (B) New Zealand Charities Services (Ngā Ratonga Kaupapa Atawhai).

2.2 Community Grants Program application process

- (a) The Applicant must complete the Community Grants Program application form (**Application**) and provide accurate information in the Application and all other information reasonably requested by Bunnings in connection with the Application. Bunnings may not consider a proposed Applicant if the Applicant does not provide such information.
- (b) The Applicant acknowledges that Applications are submitted via SmartyGrants, a third-party website, and Bunnings does not control, and is not responsible for, the operation, availability or security of the SmartyGrants platform. The Applicant's use of SmartyGrants is subject to SmartyGrants' privacy policy and may be subject to any terms and conditions imposed by the operator of that platform.
- (c) The Applicant must not submit bank details, other confidential financial records or health information as part of the Application.
- (d) The Applicant acknowledges that submission of an Application constitutes agreement to these Terms.
- (e) Bunnings will evaluate an Application in accordance with the Eligibility Criteria and the Assessment Principles of the Community Grants Program, having regard to the purpose of the Community Grants Program.

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Applications will be reviewed by the Grants Advisory Group.

- (f) Bunnings may request further information from the Applicant regarding their Application. The Applicant agrees to promptly respond to any such requests and provide all further information reasonably required by Bunnings to assess the Application.
- (g) The selection of an Applicant for the award of a Grant is at Bunnings' sole and absolute discretion, acting reasonably.
- (h) An Applicant is not precluded from applying for Grants multiple times, but Bunnings may take into consideration any Grants previously awarded to an Applicant.
- (i) **Assessment Principles** means the principles by which the Grants Advisory Group will assess Applications, as specified at <https://www.bunnings.com.au/campaign/community-grants-program>.

3 Value of Grant

- 3.1 The monetary value of any Grant awarded to a successful Applicant is at Bunnings' absolute discretion (**Grant Amount**).
- 3.2 The maximum Grant Amount will be \$10,000 in the currency of the jurisdiction the Applicant is applying in and may take the form of funds, products or a combination of funds and products.

4 Overview of Grant

- 4.1 The purpose of the Grant is to support eligible community groups through the provision of grants for local, grassroots projects that create immediate benefits for communities across Australia and New Zealand. Bunnings may determine the criteria for granting a Community Grants Program Grant at its sole discretion.
- 4.2 Bunnings will endeavour to notify Applicants of the outcome of their Application within approximately 6 weeks of the relevant funding round

closure date, specified at <https://www.bunnings.com.au/campaign/community-grants-program>.

- 4.3 If a Grant is awarded to an Applicant, Bunnings will provide the Applicant with the Grant in a reasonable timeframe. Where the Grant includes:
 - (a) funds, the funds will be provided directly to the Applicant to its nominated account; or
 - (b) Bunnings' products, Bunnings will contact the Applicant to arrange collection.

5 Applicant requirements

- 5.1 If the Applicant is awarded a Grant, the Applicant must use the Grant (including any funds and products provided) solely for the purposes specified in the Application, or as otherwise agreed with Bunnings in writing (the **Permitted Purpose**).
- 5.2 Where Bunnings determines, acting reasonably, that the Grant Amount has not been used for a Permitted Purpose, Bunnings may require the Applicant to repay and refund any such funds to Bunnings within 30 days of written notice from Bunnings or another timeframe agreed by the parties acting reasonably.
- 5.3 A successful Applicant must:
 - (a) maintain records relating to the Grant and the funded project (including photos, invoices and impact measures) for six months after project completion, and make such records available to Bunnings on reasonable request; and
 - (b) where requested, complete and submit a brief questionnaire that is provided by email by Bunnings within three months of completing the project funded by the Grant.
- 5.4 The Applicant must comply (and ensure its personnel comply) with any policies notified by Bunnings in writing from time to time in connection with the Community Grants Program. If the Applicant ceases participation in the Community Grants Program, or fails to

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comply with such policies, Bunnings may require the Applicant to repay any unused Grant funds within 30 days of written notice from Bunnings or such other timeframe as agreed by the parties acting reasonably.

6 Privacy

- 6.1 The Applicant warrants that:
(a) any Personal Information (as that term is defined in the Privacy Act 1988 (Cth)) which the Applicant provides to Bunnings has been lawfully collected and made available to Bunnings; and
(b) it has complied and will comply with the Privacy Act 1988 (Cth) (whether or not actually bound by that Act) in relation to that Personal Information including by obtaining any necessary consents from, and providing necessary notifications to, the individuals to whom the Personal Information relates.
6.2 The Applicant agrees that Bunnings may handle any Personal Information provided by the Applicant in accordance with the Bunnings Privacy Policy and that Bunnings may share any Personal Information with relevant third parties for the purposes of the Community Grants Program.
6.3 Bunnings will destroy or de-identify any Personal Information provided by an Applicant during the application process when no longer required by Bunnings for the purpose of the Community Grants Program.

7 Intellectual property

- 7.1 Each of Bunnings and the Applicant retains ownership in all Intellectual Property Rights in their own materials.
7.2 The Applicant grants Bunnings a non-exclusive, perpetual, irrevocable, royalty-free, sub-licensable licence to use, reproduce, communicate, publish and adapt the Intellectual Property Rights in all material provided to Bunnings by or on behalf of the Applicant in connection with the Community Grants Program and these

Terms (including any trademarks or other brand material provided or required for the purpose of clause 8).

7.3 To the extent necessary for the Applicant to comply with these Terms, Bunnings grants the Applicant a non-exclusive, revocable licence to use the Intellectual Property Rights in material provided to the Applicant by Bunnings.

7.4 Intellectual Property Rights means all industrial and intellectual property rights of any kind including but not limited to copyright (including rights in computer software), trade mark, service mark, design, patent, trade secret, semiconductor or circuit layout rights, trade, business, domain or company names, moral rights, rights in confidential information, know how or other proprietary rights (whether or not any of these are registered and including any application, or right to apply, for registration) and all rights or forms of protection of a similar nature or having equivalent or similar effect to any of these which subsist or may hereafter subsist anywhere in the world.

8 Marketing

If the Applicant is awarded a Grant, Bunnings may disclose details regarding the Applicant and the Grant (including any information provided by or on behalf of the Applicant to Bunnings) in marketing and other material and the Applicant agrees to such a disclosure. This may include details which identify the Applicant, its relevant trademarks, brands or logos, commercial history with Bunnings, the assistance being provided by Bunnings and impact of that assistance, except that Bunnings agrees not to publish or market using any Personal Information without the consent of the Applicant and/or relevant individuals.

9 Confidentiality

- 9.1 Each party agrees not to disclose the other party's Confidential Information without the other party's prior written consent.
9.2 Clause 9.1 does not apply to any Confidential Information which the receiving party can prove:

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- (a) is in, or comes into, the public domain other than by a breach of these Terms;
- (b) was lawfully in its possession prior to disclosure by the disclosing party;
- (c) was received from a third party who is not under an obligation to the disclosing party to maintain the Confidential Information in confidence and who legitimately obtained the Confidential Information; or
- (d) it is required to disclose in order to enforce these Terms or under law or a binding order of a governmental agency or court.

9.3 **Confidential Information** means all information of a disclosing party which is disclosed to or otherwise comes to be known by the receiving party which is in fact or which is reasonably regarded by the disclosing party as confidential to the disclosing party.

10 Warranties

- 10.1 The Applicant warrants on an ongoing basis that:
- (a) it is a Registered Not-for-profit Organisation under applicable Australian or New Zealand law.
 - (b) all information it has provided to Bunnings in connection with its Application for or participation in the Community Grants Program is accurate and complete;
 - (c) it has complied, and it will comply (and ensure that its personnel comply) with all applicable laws in connection with its participation in the Community Grants Program, including by maintaining any licences or approvals required by law; and
 - (d) it will not (and will ensure that its personnel do not) engage in conduct that may negatively impact Bunnings' reputation.

11 Bunnings not liable

11.1 To the extent permitted by law (including the Australian Consumer

Law), Bunnings and its related bodies corporate and their respective directors, officers and employees are not and will not be under any liability (except to the extent liability arises due to Bunnings' negligence or fraud) in respect of the Community Grants Program (including any decision on whether or not to award a Grant or any discretion exercised in respect of any Grant recipient).

11.2 Without limitation to clause 11.1, the Applicant acknowledges that Bunnings is not liable for the acts or omissions of SmartyGrants as a third-party application platform.

12 Termination

12.1 Bunnings may, by providing 14 days' written notice to the Applicant, terminate these Terms and the Applicant's participation in the Community Grants Program if Bunnings has determined (in its sole discretion) to cease the operation of the Community Grants Program.

12.2 Bunnings may immediately terminate these Terms and the Applicant's participation in the Community Grants Program by providing written notice to the Applicant if it reasonably believes the Applicant:

- (a) has breached these Terms;
- (b) has provided false or misleading statements in its Application for a Grant or following any award of a Grant;
- (c) has engaged in collusion, anti-competitive conduct or any similar conduct with another person in relation to the Community Grants Program;
- (d) has engaged in conduct that may negatively impact Bunnings' reputation; or
- (e) has become bankrupt or insolvent, entered into a scheme of arrangement with creditors, or come under any form of external administration.

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- 12.3 If these Terms (and the Applicant's participation in the Community Grants Program) are terminated by Bunnings pursuant to:
- (a) clause 12.1, then Bunnings may cancel any Grants not yet issued as at the date of termination, but such termination will not affect Grants already provided; or
 - (b) clause 12.2, then the Applicant may be required to immediately return any unused funds to Bunnings upon written request. For the avoidance of doubt, where the Applicant has used any portion of the Grant for a purpose other than a Permitted Purpose, clause 5.2 will apply in addition to this clause 12.3(b) and the Applicant may be required to repay such used funds in accordance with clause 5.2.

13 Applicant to seek independent advice

The Applicant acknowledges that receipt of a Grant may have tax and legal implications and that the Applicant is responsible for determining whether it needs to obtain independent advice in relation to the receipt of a Grant and entry into these Terms.

14 General provisions

- 14.1 A party is not by virtue of these Terms an employee, agent or partner of the other party.
- 14.2 Any provision of these Terms that is prohibited or unenforceable in any jurisdiction is ineffective as to that jurisdiction to the extent of the prohibition or unenforceability. That does not invalidate the remaining provisions of these Terms nor affect the validity or enforceability of that provision in any other jurisdiction.
- 14.3 A failure to exercise or a delay in exercising any right, power or remedy under these Terms does not operate as a waiver. A single or partial exercise or waiver of the exercise of any right, power or remedy does not preclude any other or further exercise of that or any other right, power or remedy. A waiver is not valid or binding on the party granting that waiver unless made in writing.

14.4 The Applicant may not assign any of its rights or obligations under this Agreement without the written consent of Bunnings.

14.5 This Agreement is governed by the laws of Victoria, Australia. Each party irrevocably and unconditionally submits to the non-exclusive jurisdiction of courts exercising jurisdiction there.

14.6 Bunnings may vary these Terms from time to time as necessary for the purpose of the Community Grants Program. The Terms which are in place at the time of an Application will apply to the relevant Applicant in respect of their Application, unless otherwise notified by Bunnings to the Applicant in writing. Where Bunnings notifies the Applicant of any material changes to these Terms, the Applicant may elect to cease participation in the Community Grants Program.

14.7 On termination or expiry of these Terms, rights and obligations which are intended to survive, or by their nature survive, termination will continue in full force and effect notwithstanding such termination or expiry, including (without limitation) clauses 4 (Overview of Grant), 5 (Applicant requirements), 6 (Privacy), 7 (Intellectual property), 8 (Marketing) 9 (Confidentiality), 10 (Warranties), 11 (Bunnings not liable), 12 (Termination) and this clause 14.

14.8 These Terms and the Application contain the entire agreement between the parties with respect to its subject matter. They set out the only conduct, representations, warranties, covenants, conditions, agreements or understandings (collectively **Conduct**) relied on by the parties and supersedes all earlier Conduct by or between the parties in connection with its subject matter. Neither party has relied on or is relying on any other Conduct in entering into these Terms and completing the transactions contemplated by it.