

## Green Shoots Program Terms

### 1 These Terms

1.1 Bunnings Group Limited (ACN 008 672 179) (**Bunnings**) has established the Bunnings Green Shoots Program (**Green Shoots**) to support eligible greenlife suppliers through the provision of grants for capability building or short-term crisis relief (**Grants**).

1.2 These Terms apply to:

- (a) any person (including any corporate entity) that applies for Green Shoots (an **Applicant**); and
- (b) any successful Applicant who receives a Grant under Green Shoots.

### 2 Application process

#### 2.1 Eligibility criteria

All Applicants must meet the following criteria (the **Eligibility Criteria**):

- (a) the Applicant is a registered business in Australia or New Zealand; and
- (b) the Applicant is an active and current supplier of plants and/or bulbs (**Plants**) to Bunnings in Australia and / or New Zealand that has entered into the *Bunnings Supplier Trading Terms*.

#### 2.2 Green Shoots application process

- (a) The Applicant must complete the Green Shoots 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 must not submit bank details, other confidential financial records or health information as part of the Application.
- (c) Bunnings will evaluate an Application in accordance with the

Eligibility Criteria and the assessment principles of Green Shoots, having regard to the purpose of Green Shoots. Applications will be reviewed by a review committee.

- (d) The selection of an Applicant for the award of a Grant is at Bunnings' sole and absolute discretion, acting reasonably.
- (e) An Applicant is not precluded from applying for Grants multiple times, but Bunnings may take into consideration any Grants previously awarded to an Applicant.

### 3. Value of Grant

The monetary value of any Grant awarded to a successful Applicant is at Bunnings' absolute discretion (**Grant Amount**).

### 4 Categories of Grants

A Grant awarded to a successful Applicant by Bunnings will be one of the Grant types described below.

#### 4.1 Capability Building Grant

- (a) If a Capability Building Grant is awarded to an Applicant, it will allow the Applicant to access services (the **Capability Building Services**) provided by an approved third-party provider (**Provider**) up to the value of the Grant Amount.
- (b) If the Applicant is awarded a Capability Building Grant:
  - (i) Bunnings will notify the Applicant of the Capability Building Services available for selection and any other related services available to Capability Building Grant recipients;
  - (ii) the Applicant is responsible for nominating, scheduling and attending the Capability Building Services;
  - (iii) the Applicant must not unreasonably delay booking or registering any

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|       | Capability Building Services;   | (iii) | Bunnings is not responsible for the delivery of the Capability Building Services and has no liability in respect of the Capability Building Services (other than in respect of applying the Grant Amount to nominated Capability Building Services as described in subclause 4.1(b)(vi); and   |
| (iv)  | the Applicant agrees to attend the courses the Applicant is registered for, unless reasonable circumstances occur that limit the Applicant's ability to attend, in which case the Applicant should re-register within a reasonable time period.   |       |  |
| (v)   | If the Applicant does not attend a course the Applicant has registered for, any associated cancellation fees or costs will be deducted from the Grant Amount unless the cancellation fees or costs exceed the remaining value of the Grant Amount. If this occurs, the Applicant must, at Bunnings' request, reimburse Bunnings for any cancellation fees or costs that exceed the remaining value of the Grant Amount; | (iv)  | the access to any Capability Building Services may be subject to any terms and conditions imposed by the relevant Provider.  |
|       |   | 4.2   | <u>Crisis Relief Grant</u>   |
|       |   | (a)   | If a Crisis Relief Grant is awarded to an Applicant, Bunnings will provide the Applicant with short-term financial relief up to the value of the Grant Amount as soon as reasonably practicable. The funds will be provided directly to the Applicant to its nominated account.  |
| (vi)  | the Grant Amount will be applied by Bunnings directly to the cost of selected Capability Building Services; and   | (b)   | The purpose of a Crisis Relief Grant is to support an Applicant to continue its greenlife business through crisis periods which materially and severely impact the Applicant's business and its ongoing commercial or operational viability (including without limitation due to illness, extreme weather, or other unforeseen events beyond the Applicant's reasonable control). Bunnings may determine the criteria for granting a Crisis Relief Grant at its sole discretion. |
| (vii) | the Grant Amount may be used for travel or accommodation for attending any scheduled Capability Building Services, where approved by Bunnings (acting reasonably).  |       |  |
| (c)   | The Applicant acknowledges and agrees that:   | (c)   | If the Applicant is awarded a Crisis Relief Grant, the Applicant may only use the funds for the sole purpose of ensuring or enabling the continuity of its greenlife business through the crisis period, or as otherwise agreed with Bunnings (the <b>Permitted Purpose</b> ).   |
|       | (i) the Capability Building Services will be provided directly to the Applicant by the Provider;  |       |  |
|       | (ii) the cost of any Capability Building Service is determined solely by the Provider;  | (d)   | Where Bunnings determines, acting reasonably, that the Grant Amount has not been used for a Permitted  |

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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.

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.

5 Other Applicant requirements

5.1 A successful Applicant must maintain records of its activities in relation to the Grant (including its use of Capability Building Services and / or its use of Crisis Relief Grant funds, as applicable) during the period of, and up to one year after, its participation in Green Shoots or receipt of any benefits under the Grants, and must make such records available to Bunnings on request.

5.2 The Applicant consents to:
(a) Bunnings sharing any Personal Information provided by the Applicant to the Provider of the Capability Building Services; and
(b) subject to clause 9.3, the Provider of the Capability Building Services providing Bunnings with information in respect to the Applicant's participation and progress in the Capability Building Services.

5.3 The Applicant must comply (and ensure its personnel comply) with any Bunnings' policies notified by Bunnings in writing from time to time in connection with participation in Green Shoots. If the Applicant does not wish to comply with these requirements, the Applicant may cease participation in Green Shoots and on doing so will no longer have access to the benefits of the Grant.

6 Privacy

6.1 The Applicant warrants that:
(a) any Personal Information (as that term is defined in the Privacy Act 1988 (Cth)) provided by the Applicant to Bunnings was 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

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 Green Shoots.

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 Green Shoots.

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 Green Shoots 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

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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:
  - (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 disclosed by the Applicant to a Provider in

connection with the Capability Building Services will not be disclosed to Bunnings, except with the prior consent of the Applicant.

9.4 **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**

The Applicant warrants on an ongoing basis that:

- (a) all information it has provided to Bunnings in connection with its Application for or participation in Green Shoots is accurate and complete;
- (b) it has complied, and it will comply (and ensure that its personnel comply) with all applicable laws in connection with its participation in Green Shoots, including by maintaining any licences or approvals required by laws; and
- (c) 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 Green Shoots (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 does not control Providers and is not liable for their acts, omissions, opinions or behaviour (including any information or advice provided by Providers to the Applicant).

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**12 Termination**

- 12.1 Bunnings may, by providing 14 days' written notice to the Applicant, terminate these Terms and the Applicant's participation in Green Shoots if Bunnings has determined (in its sole discretion) to cease the operation of Green Shoots.
- 12.2 Bunnings may immediately terminate these Terms and the Applicant's participation in Green Shoots 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 Green Shoots;
  - (d) has engaged in conduct that may negatively impact Bunnings' reputation;
  - (e) has ceased to be a supplier of Bunnings; or
  - (f) has become bankrupt or insolvent, entered into a scheme of arrangement with creditors, or come under any form of external administration.
- 12.3 If these Terms (and the Applicant's participation in Green Shoots) are terminated by Bunnings pursuant to:
  - (a) clause 12.1, then such termination will not affect any Capability Building Services which have already commenced or Crisis Relief Grants already provided, but Bunnings may at its discretion cancel any scheduled Capability Building Services which occur following the date of termination; or
  - (b) clause 12.2, then:
    - (i) if the Applicant had been awarded a Capability Building Grant, the Applicant must not access any services from a

Provider following the termination date (unless it makes payment for such services itself directly); and

- (ii) if the Applicant has been awarded a Crisis Relief Grant, the Applicant may be required to immediately return any unused funds to Bunnings.

**13 Applicant to seek independent advice**

The Applicant acknowledges that 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.

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- 14.6 Bunnings may vary these Terms from time to time as necessary for the purpose of Green Shoots. 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 Green Shoots.
- 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 (Categories of Grants), 5 (Other 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.