

Bunnings Safer Places Grants

Terms & Conditions

1. These Terms

- 1.1. Bunnings Group Limited (ACN 008 672 179) (Bunnings) has established the Bunnings Safer Places Grants Program (Program) to support eligible organisations and community groups through the provision of grants for community safety and crime prevention initiatives (Grants).
- 1.2. These Terms apply to:
 - 1.2.1. any person or entity (including any corporate entity) that applies for a Grant (Applicant); and
 - 1.2.2. any successful Applicant who receives a Grant under the Program (Grant Recipient).
- 1.3. By submitting an Application, the Applicant agrees to these Terms as they apply to their Application and any subsequent Grant.

2. Application process

- 2.1. Eligibility criteria

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

 - 2.1.1. the Applicant is registered in Australia and holds a valid ABN (or is applying under an auspicing arrangement with an organisation that holds a valid ABN);
 - 2.1.2. the Applicant is one of the following:
 - 2.1.2.1. a community group;
 - 2.1.2.2. a not-for-profit organisation;
 - 2.1.2.3. an incorporated Aboriginal organisation;
 - 2.1.2.4. a small business (where the proposed project demonstrates broad community benefit);
 - 2.1.2.5. an agricultural co-operative;
 - 2.1.2.6. an academic institution; or
 - 2.1.2.7. a council applying under an auspicing arrangement where they are working with a community group or small neighbourhood group without an ABN; and
 - 2.1.3. the proposed project aligns with the purpose of the Program as described in clause 2.2.
- 2.2. Purpose of the Program

The purpose of the Program is to support communities by providing funding to proposed initiatives which will likely improve community safety by;

 - 2.2.1. preventing or reduce crime in public or shared spaces;
 - 2.2.2. improving environmental safety and visibility;
 - 2.2.3. enhancing community safety awareness and cohesion; and/or
 - 2.2.4. delivering public safety outcomes.

Bunnings may determine, acting reasonably, whether a proposed project satisfies the purpose of the Program.
- 2.3. Ineligible projects

Without limitation, the following projects are not eligible for a Grant:

 - 2.3.1. private residential security improvements;
 - 2.3.2. corporate or internal business security measures;
 - 2.3.3. initiatives primarily focused on behavioural offender programs;
 - 2.3.4. online-only safety initiatives;
 - 2.3.5. projects without demonstrable broad public benefit; or
 - 2.3.6. projects that have already been completed at the time of application.

Bunnings may determine eligibility at its sole and absolute discretion, acting reasonably.

3. Program application process

- 3.1. The Applicant must complete the prescribed 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 an Applicant if such information is not provided.
- 3.2. 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.
- 3.3. Applications will first be reviewed by Bunnings to verify that the Applicant satisfies the Eligibility Criteria and that the Application is complete (**Initial Vetting**). Only Applications that pass the Initial Vetting will be referred to the Advisory Group for assessment.
- 3.4. The Applicant must not submit bank details, confidential financial records or health information as part of the Application.
- 3.5. The Advisory Group will assess eligible Applications that have passed Initial Vetting against the Assessment Principles and make recommendations to Bunnings regarding the award of Grants. Bunnings retains ultimate discretion to approve, decline or vary any recommendation of the Advisory Group, including to take into account legal, privacy, safety and reputational requirements.
- 3.6. 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.
- 3.7. An Applicant is not precluded from applying for a Grant in multiple funding rounds, but Bunnings may take into consideration any Grants previously awarded to the Applicant.
- 3.8. 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:
www.bunnings.com.au/campaign/saferplaces

4. Value and categories of Grants

- 4.1. The monetary value of any Grant awarded to a successful Applicant is at Bunnings' absolute discretion (Grant Amount).
- 4.2. Subject to 4.6, Grants may be awarded in the following categories:
 - 4.2.1. Small Grants (of up to \$5,000); and
 - 4.2.2. Large Grants (of up to \$30,000).
- 4.3. Bunnings may approve a Grant Amount that is less than the amount requested by the Applicant.
- 4.4. Subject to 4.6, a Grant may be provided as:
 - 4.4.1. monetary funding;
 - 4.4.2. in-kind support (by way of provision of Bunnings-supplied products); or
 - 4.4.3. a combination of both.
- 4.5. Bunnings may impose additional conditions in respect of any Grant awarded.
- 4.6. The Applicant acknowledges that the number of Grants available, the total funding pool and the Grant categories and amounts specified in these Terms or in any Program materials are indicative only and subject to change at Bunnings' absolute discretion. Bunnings does not guarantee that any particular number or value of Grants will be awarded in any funding round.

5. Applicant requirements

- 5.1. If the Applicant is awarded a Grant, the Grant Recipient may only use the Grant Amount for the purpose approved by Bunnings in writing (Approved Purpose).

- 5.2. The Grant Recipient must not use the Grant Amount for:
 - 5.2.1.private or personal benefit;
 - 5.2.2.unrelated organisational expenses;
 - 5.2.3.Staff salaries or ongoing wages;
 - 5.2.4.Costs incurred before the grant is approved (retrospective costs);
 - 5.2.5.Alcohol, political or lobbying activities;
 - 5.2.6.Religious worship or proselytising activities;
 - 5.2.7.Major capital works or building works requiring council development approval beyond the project's scope; or
 - 5.2.8.any purpose other than the Approved Purpose.
- 5.3. Where Bunnings determines, acting reasonably, that the Grant Amount has not been used for the Approved Purpose, Bunnings may require the Grant Recipient 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.

6. Reporting and record keeping

- 6.1. A Grant Recipient must maintain records of its activities in relation to the Grant (including expenditure of the Grant Amount and progress against the Approved Purpose) during the period of, and up to one year after, its participation in the Program.
- 6.2. The Grant Recipient must provide interim and final reports in the form reasonably required by Bunnings.
- 6.3. If the Grant Recipient fails to provide required reports within a reasonable timeframe, Bunnings may suspend further payments or require repayment of the Grant Amount.

7. Advisory Group

- 7.1. Bunnings will establish an Advisory Group to assess Applications and make recommendations in respect of the award of Grants.
- 7.2. The Advisory Group's role is advisory only and final decisions regarding the award of Grants remain with Bunnings.
- 7.3. Advisory Group members must declare any conflicts of interest and abstain from participating in decisions where a conflict exists.

8. Privacy

- 8.1. The Applicant warrants that:
 - 8.1.1.any Personal Information (as defined in the Privacy Act 1988 (Cth)) provided to Bunnings was lawfully collected and disclosed; and
 - 8.1.2.it has complied and will comply with the Privacy Act 1988 (Cth) in relation to that Personal Information.
- 8.2. The Applicant agrees that Bunnings may handle any Personal Information provided by the Applicant in accordance with the Bunnings Privacy Policy. The Applicant further agrees that Bunnings may disclose such information to relevant third parties (including suppliers that are co-funding the Program) for the purposes of administering the Program and keeping such parties informed of the progress and outcomes of funded projects.

9. Intellectual property

- 9.1. Each of Bunnings and the Applicant retains ownership of its own Intellectual Property Rights.
- 9.2. The Applicant grants Bunnings a non-exclusive, perpetual, irrevocable, royalty-free, sub-licensable licence to use, reproduce, communicate and publish materials provided by or on behalf of the Applicant in connection with the Program for reporting, marketing and promotional purposes.

- 9.3. 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.
- 9.4. *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, design, patent, trade secret, semi-conductor 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 may subsist anywhere in the world.

10. Marketing

- 10.1. If the Applicant is awarded a Grant, Bunnings may disclose details regarding the Applicant and the Grant (including information provided in the Application) in marketing and other materials. This may include details which identify the Applicant, the assistance being provided and the impact of that assistance, except that Bunnings agrees not to publish any Personal Information without the consent of the Applicant and/or relevant individuals.
- 10.2. The Grant Recipient must not, without Bunnings' prior written consent, make any public statement (including any statement on social media or other public platforms) that:
- (a) represents or implies that Bunnings endorses, sponsors or is otherwise associated with the Grant Recipient's project beyond the provision of the Grant;
 - (b) is or may be misleading or deceptive as to the nature or extent of Bunnings' involvement in the Grant Recipient's project or the Program; or
 - (c) may adversely affect the reputation of Bunnings or the Program.
- 10.3. For the avoidance of doubt, the Grant Recipient may make factual statements acknowledging receipt of a Grant under the Program, provided such statements are accurate and do not contravene this clause.

11. Confidentiality

- 11.1. Each party agrees not to disclose the other party's Confidential Information without the other party's prior written consent.
- 11.2. Notwithstanding clause 11.1, a party may disclose Confidential Information solely for the purposes of the Program to:
- (a) suppliers co-funding the Program, provided that the disclosing party takes reasonable steps to ensure the recipient maintains the confidentiality of such information; and
 - (b) members of the Advisory Group, who are bound by confidentiality obligations under their terms of appointment with Bunnings (including obligations that survive the termination or expiry of their appointment).
- 11.3. Clause 11.1 does not apply to any Confidential Information which the receiving party can prove:
- 11.3.1. is in, or comes into, the public domain other than by a breach of these Terms;
 - 11.3.2. was lawfully in its possession prior to disclosure by the disclosing party;
 - 11.3.3. 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
 - 11.3.4. it is required to disclose in order to enforce these Terms or under law or a binding order of a governmental agency or court.
- 11.4. *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.

12. Warranties

The Applicant warrants on an ongoing basis that:

- 12.1. all information provided in connection with its Application or its participation in the Program is accurate and complete;
- 12.2. it has complied, and will comply, with all applicable laws in connection with the Program, including by maintaining any licences or approvals required by law; and
- 12.3. it will not (and ensure that its personnel do not) engage in conduct that may negatively impact Bunnings' reputation.

13. Bunnings not liable

- 13.1. 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 Program (including any decision on whether or not to award a Grant).

14. Termination

- 14.1. Bunnings may, by providing 14 days' written notice to the Applicant, terminate these Terms and the Applicant's participation in the Program if Bunnings has determined (in its sole discretion) to cease the operation of the Program.
- 14.2. Bunnings may, by providing written notice, terminate these Terms and the Grant Recipient's participation in the Program if Bunnings reasonably believes the Grant Recipient:
 - 14.2.1. has breached these Terms;
 - 14.2.2. has provided false or misleading information;
 - 14.2.3. has failed to comply with reporting obligations;
 - 14.2.4. has engaged in conduct that may negatively impact Bunnings' reputation; or
 - 14.2.5. has become insolvent or subject to external administration.
- 14.3. If these Terms (and the Applicant's participation in the Program) are terminated by Bunnings pursuant to:
 - 14.3.1. clause 14.1, 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
 - 14.3.2. clause 14.2, 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 an Approved Purpose, clause 5.3 will apply in addition to this clause 14.3.2 and the Applicant may be required to repay such used funds in accordance with clause 5.3.

15. Applicant to seek independent advice

- 15.1. 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.

16. General provisions

- 16.1. A party is not by virtue of these Terms an employee, agent or partner of the other party.
- 16.2. 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.
- 16.3. 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.

- 16.4. The Applicant may not assign any of its rights or obligations under these Terms without the written consent of Bunnings.
- 16.5. These Terms are governed by the laws of Victoria, Australia. Each party irrevocably and unconditionally submits to the non-exclusive jurisdiction of courts exercising jurisdiction there.
- 16.6. Bunnings may vary these Terms from time to time as necessary for the purpose of the Program. The Terms in place at the time of Application will apply to the relevant Applicant unless otherwise notified in writing.
- 16.7. 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 3 (Program application process), 5 (Applicant requirements), 8 (Privacy), 9 (Intellectual property), 10 (Marketing) 11 (Confidentiality), 12 (Warranties), 13 (Bunnings not liable), 14 (Termination) and this clause 16.
- 16.8. These Terms and the Application contain the entire agreement between the parties with respect to the Program.