



# The Plains Renewable Energy Park Sponsorship Program Terms and Conditions

The following terms and conditions apply to applications made under The Plains Renewable Energy Park 2024 Community Sponsorship Program and Sustainability Sponsorship Program (the **Program**).

## 1. Selection of successful applicants

- ENGIE reserves the right to, in its absolute discretion:
  - Select successful applicants under the Program;
  - Vary the criteria and/or terms and conditions for the Program;
  - Determine the amount of the sponsorship funds payable under the Program;
  - Allocate funding under the Program to any recipient whatsoever, irrespective of whether they satisfy the criteria for funding under the Program; and
  - Select the method of payment and timing of payment to successful sponsorship applicants.
- The decision to allocate sponsorship to successful applicants is final and ENGIE is not required to provide reasons to unsuccessful sponsorship applicants.
- Successful applicants are required to enter into a funding agreement documenting the terms on which funding is made available. No funding shall be made available unless applicants execute a funding agreement on terms and conditions acceptable to ENGIE (acting in its absolute discretion).

## 2. Ineligible projects and applicants

- Projects which are funded, operated and/or the responsibility of **Federal, State, or Local Government** cannot be funded through the Program, including any proposals to deliver or replace core government department services. For example: educational or training services to children, youth or adults, undertaking works or upgrades to facilities normally funded by the Government such as schools. Exclusions may apply to shared facilities or resources.
- ENGIE reserves the right to withdraw the sponsorship allocation if an organisation has been found to be involved with illegal activities or fail to adhere to ENGIE's policies.
- Any incomplete, unsigned sponsorship applications or applications submitted after the closing date will not be accepted by ENGIE.



- ENGIE will not fund third-party, political fund-raising activities, events that are illegal in nature, payment of existing debts, or activities and events whereby a solitary individual derives benefit.

### 3. Payment of funds under the Program

- Expenditure of the sponsorship allocation must be completed within 12-months of official notification of funding, unless otherwise agreed with ENGIE.
- Should the actual total project cost exceed the sponsorship allocation, ENGIE will not be responsible or obliged to pay any monies in addition to the sponsorship allocation.
- All recipients of funding must complete and brief report of the event and an acquittal form and submit receipts for all items and services paid for with allocation

### 4. Repayment of funding monies

- The successful applicant must repay ENGIE any amounts of funding paid for the purpose stated in the application (**Approved Purpose**) in the event there is surplus funds (i.e., the cost of the Approved Purpose is less than the funding amount).
- ENGIE reserves the right to ask for a refund of funding, if the event, project or initiative funded by the Program is no longer proceeding, cancelled and unable to be rescheduled.

### 5. Obligations of successful applicants

Successful applicants agree:

- that any funding allocation from the Program must be solely used for the Approved Purpose and acknowledge that ENGIE reserves the right to withdraw and request repayment of the sponsorship allocation if the money is not used for the Approved Purpose outlined in the application;
- to not make any changes to the Approved Purpose without prior written consent from ENGIE and will promptly notify ENGIE of any circumstances that might adversely affect its ability to deliver the Approved Purpose;
- to comply with all applicable State and Commonwealth laws, rules and regulations;
- to undertake responsibilities relating to the Program and Approved Purpose with integrity, good faith and in accordance with good corporate practices;
- upon reasonable notice, provide ENGIE with access to the successful applicant's financial records, other documents, equipment and other property for the purpose of audit and inspection by in order to verify compliance with the Program terms and conditions (and any subsequent funding agreement).

### 6. Limitation of Liability

- ENGIE does not accept any responsibility or liability for any losses which may be suffered by the successful applicants in undertaking the Approved Purpose or in connection otherwise in connection with funding provided under the Program.



## 7. Insurance

- Successful applicants must maintain the adequate insurances (including public liability insurance) relating to the Approved Purpose and will provide ENGIE with certificates of currency when requested.

## 8. Goods and Services Tax (GST)

- For the purposes of this clause 6:
  - “GST” means the goods and services tax applicable to any taxable supplies as determined by the GST Act<sup>1</sup>; and
  - the terms “supply”, “tax invoice”, “taxable supply” and “value” have the same meanings as in the GST Act.
- If the supply of anything under the Program is a taxable supply under the GST Act, the fund amount shall be inclusive of GST.
- The obligation of ENGIE to pay the GST on any supply by the successful applicant is conditional upon ENGIE receiving a tax invoice, which complies with the GST Act. This provision applies notwithstanding any law to the contrary.
- It is the successful applicants responsibility to ensure that it complies with all relevant taxation laws and ENGIE does not accept any responsibility or liability for any losses which may be suffered by the successful applicants

## 9. Confidential Information and Privacy

### Confidential information

- Applicants must:
  - keep the Confidential Information confidential and not directly or indirectly disclose or make that Confidential Information available to any other person; and
  - only use the Confidential Information strictly for the purposes of performing any obligations it may have under this Agreement.
- Organisation may disclose Confidential Information:
  - to the extent required by law; and
  - with the prior written consent of ENGIE.
- Confidential Information means any information which is disclosed or made available by or on behalf of ENGIE to the Applicant during or in connection with funding of the Program that

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<sup>1</sup> “GST Act” means A New Tax System (Goods and Services Tax) Act 1999 (Cth) and includes all associated legislation and regulations.



is expressly stated, or could reasonably be expected, to be confidential, excluding any information in the public domain.

### **Collection of Data and Personal Information**

ENGIE will handle your personal and credit information in accordance with applicable privacy laws and its privacy policy, which is set out here: <https://engie.com.au/help-centre/policies-and-commitments/privacy-policy> and may change from time to time.

### **Media Releases**

- ENGIE reserves the right to include details of sponsorship in its media, newsletters and website materials. By applying for funding, each applicant consents to ENGIE using its name, the details of the project for which its application relates and the details of the sponsorship in its media, newsletters and website materials.
- All recipients must obtain ENGIE's prior written consent to any media releases prior publication on the recipient's website, social media channels or to local newspapers.

### **Ethics**

- All applicants agree to act consistently with ENGIE's commitments in the area of ethics and sustainable development, as set out in the Ethics Code of Conduct which is available at [www.engie.com](http://www.engie.com).
- By submitting an application for funding under the Program, each applicant represents and warrants to ENGIE that the event, project or initiative for which funding under the Program is sought and the application of any awarded funding towards the Approved Purpose shall comply with all applicable the Business Ethics Laws (the **Ethics Representation**).
- Each applicant shall immediately notify ENGIE if at any time the Ethics Representation is incorrect or misleading or the applicant has reasonable grounds to believe that the Ethics Representation might be incorrect or misleading.
- If ENGIE believes (acting reasonably) that any requirement of this provision may have been breached, ENGIE may require an applicant to provide evidence supporting the Ethics Representation. If ENGIE makes such a request for evidence of compliance, that applicant must provide ENGIE with reasonable evidence to support the Ethics Representation.
- Without limiting any of ENGIE's rights under these Terms and Conditions, any breach of this Ethics provision shall entitle ENGIE to render an applicant ineligible for funding under the Program.
- **Business Ethics Laws** mean Laws applicable to you in relation to:
  - fundamental human rights, particularly the prohibition of using child labour and any form of forced or compulsory labour;
  - organising or supporting any form of discrimination amongst your employees or towards your suppliers and subcontractors;



- embargos, drugs and weapons trafficking, terrorism;
- trade, import and export licenses and customs;
- occupational health and safety;
- labour, immigration and prohibition of illegal work;
- environmental protection;
- financial criminal offences, in particular bribery, corruption, fraud, theft, misuse of corporate funds, counterfeiting, forgery and the use of forgeries;
- anti-money laundering; and
- regulation of competition.