

The SUEZ Community Grants program ('Program') is a sponsorship program funded by SUEZ Recycling & Recovery Pty Ltd ABN 70 002 902 650 or its related body corporate ('SUEZ'). Financial assistance provided through the Program is to be recognised as a sponsorship and any financial assistance supplied is done so with the expectation of a commercial return.

The Program is designed to support SUEZ's partnership with community organisations and address its strategic business and commercial priorities.

The following terms and conditions apply to the Program:

1. These terms and conditions may be amended or withdrawn at the discretion of SUEZ.
2. SUEZ will publish any revised conditions at www.suez.com.au/communitygrants. Applicants should visit the website from time to time to review the current and effective terms and conditions.

Eligibility and Applications

3. Applications are invited from Australian registered charity or community organisations in accordance with the eligibility criteria detailed in the Application Guide on the SUEZ Australia & New Zealand Community Grants website (www.suez.com.au/communitygrants) ('Website').
4. To be considered for the Program, applicants must:
 - a. accurately complete the SUEZ Community Grants Application Form available online at the Website; and
 - b. submit completed Applications online by 5pm (AEST) 20 September 2019.
5. Applications that are incomplete, late or do not comply with the Application Guide and these terms and conditions will be ruled invalid and withdrawn from consideration.
6. By applying for a grant, applicants and recipients agree to comply with these terms and conditions. These terms and conditions are to be read in conjunction with the Application Guide, SUEZ Community Grants FAQs on the Website and any other information contained within the online application process before Applications are submitted.
7. By submitting an Application, applicants and successful grant recipients consent to SUEZ using and disclosing to relevant third parties information provided for the purposes of conducting the Program, reviewing, processing and awarding the grants and any other matter connected to or incidental to the Program, including marketing and promoting both the Program and SUEZ.
8. Applicants and recipients may be contacted by SUEZ directly for the purpose of Application validation and due diligence.
9. The Program can be suspended or terminated at any time without notice.

Grant

10. While your application may meet our eligibility criteria, you are not guaranteed a grant. SUEZ may receive more applications than it can support. Even if successful, your application may not be funded to the amount you have requested. SUEZ will determine successful grant recipients and grant amounts at its sole discretion.
11. Any financial assistance provided from the Program is considered a sponsorship. You should check the nature of any supply made by SUEZ with your taxation adviser. Notwithstanding, any grant from the Program includes any applicable GST.
12. Any funding received from SUEZ must be spent solely for the purpose of the approved Application project, and within the time period stated in the SUEZ Community Grants Application Form. This period must be no longer than six (6) months after the date that the grant has been issued.
13. The grant recipient must advise SUEZ of any changes to the purpose or scope of the grant funded project and discuss with SUEZ alternate options. Any changes to the purpose, scope and use of the grant must be approved by an authorised SUEZ representative.
14. SUEZ is not liable for any additional costs associated with submitting your Application or receiving the grant. If actual project costs are more than the proposed project costs, SUEZ will not be responsible for payment of, or be obliged to pay, any monies additional to the notified grant amount.
15. Grant funding will not be deposited into accounts of individuals. The Grant will be paid in full following receipt of the following completed on-boarding documents:
 - a. Signed Letter of Offer;
 - b. SUEZ Community Grants Engagement & Promotion Questionnaire;
 - c. Account Details form and Tax Invoice.

16. The Application, Application Guide, these terms and conditions, the Letter of Offer, SUEZ Community Grants Engagement & Promotion Questionnaire, Account Details and Tax Invoice together form the terms of the agreement for the grant ('Funding Agreement').
17. The grant recipient must repay the full or relevant part of the granted funding to SUEZ within thirty (30) business days after it receives a formal notice from SUEZ if:
 - a. SUEZ has overpaid the grant recipient; or
 - b. as at the grant funded project's completion date, grant monies have not been spent in accordance with the approved Application.
18. An authorised SUEZ representative may, where appropriate, visit the program project site before, throughout and after the funding period, at times agreed by both parties.
19. The Program does not include additional SUEZ products or services, unless otherwise agreed with SUEZ at its absolute discretion.
20. SUEZ is not liable for any loss, damage and/or personal injury suffered or sustained in connection with, or as a result of, the Program, use of a grant, or participation in the Program.

Promotion and Marketing

21. Grant recipients will acknowledge SUEZ's contribution to the project by:
 - a. displaying the Program logo in promotional materials, publicity activity, material and publications relating to the project;
 - b. displaying signage at or near the primary site of the project;
 - c. including an acknowledgement line 'This project is proudly sponsored by SUEZ Community Grants' as part of any written project descriptions appearing in communication channels such as:
 - newsletters
 - websites and other digital applications
 - media statements
 - letters to supporters, members and participants
 - d. linking any online project communications to the Program website or Facebook page at <https://www.facebook.com/suezan/>.
22. Grant recipients agree to participate in marketing and publicity activities relating to the Program, including, without limitation, being interviewed, photographed, filmed or recorded. Each grant recipient authorises SUEZ to use such content and any photos, quotes and materials supplied to SUEZ for advertising and publicity purposes in any media in perpetuity worldwide.

23. Any material containing the Program logo, or any reference to SUEZ funding via the Program, must be submitted to, and approved by, SUEZ prior to production or release. SUEZ reserves the right to make amendments prior to the release of the material. SUEZ and the Program may not be referred to for any purposes outside of the scope of the grant funded project.
24. SUEZ may promote and report on the funded programs to its partners, customers, employees, SUEZ representatives and networks, and the community through internal and external communication channels, including but not limited to online, social media, in SUEZ sites and branches, website publications, advertising, editorials, newsletters, reports, promotional and vehicle displays, and SUEZ social media channels.

Reporting

25. Grant recipients must provide SUEZ the following reports:
 - a. an acquittal report within one (1) month of the project completion date. This report should include a financial summary and an outline of what was achieved through the Program in enough detail to establish how the grant was used, together with any other detail as SUEZ may reasonably require; and
 - b. bi-annual reports to detail the progress of the project.

Other Obligations

26. The grant recipient must not do or say anything or cause anyone to do or say anything that may prejudice, or be detrimental or cause damage to, the name and reputation of the Program or SUEZ.
27. The grant recipient must keep and maintain adequate insurance (including public liability insurance) against any claims for loss or damage to property and/or injury or death to persons for the grant funded project.
28. The grant recipient agrees to indemnify (and keep indemnified) SUEZ (including our officers, employees and agents) against any loss, liability, injury or death incurred by us (including any loss or damage to our property, or loss or expense incurred by us in dealing with any claim against us) arising from any acts, omissions and/or negligence of the grant recipient, or your employees or agents in connection with the Funding Agreement.