



Stockland Aura Community Grants Program Terms and Conditions (2022)

**Stockland Development Pty Ltd ACN
000 064 835**
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PART A – GENERAL TERMS

- 1 Stockland Development Pty Limited ABN 71 000 064 835 (**Stockland**) will offer grants to each eligible organisation (see **Part C** (**Applicant**)) who makes a successful Stockland Aura Community Grants Program (**Program**) application subject to and in accordance with these terms and conditions (**Grant**).
- 2 An Applicant's participation in the Program constitutes acceptance of these terms and conditions.
- 3 The amount of the Grant offered for each successful application will be determined by Stockland (in its sole and absolute discretion), but will not exceed the amount specified in **Item 1 of the Schedule**.

PART B – STOCKLAND'S DETAILS

- 4 Stockland's address is c/- Level 25, 133 Castlereagh Street, Sydney NSW 2000.
- 5 Stockland is a wholly owned subsidiary of Stockland Corporation Ltd ACN 000 181 733.
- 6 References to Stockland in this document include where relevant any partner, consultant or contractor of Stockland and any Related Body Corporate as defined in section 50 of the *Corporations Act 2001* (Cth).
- 7 Stockland has engaged Good2Give as a partner who will act in certain circumstances on behalf of Stockland during the Program.

PART C – ELIGIBILITY

- 8 To participate in the Program, an Applicant must:
 - (a) be:
 - (i) (i) an unincorporated community-based and not-for-profit organisation;
or
 - (ii) (ii) an incorporated community-based and not-for-profit organisation;
and
 - (b) outline a charitable or community initiative or program (**Initiative**) which:
 - (i) (i) supports one or more of the focus areas set out in **Annexure A (Focus Area)**; and
 - (ii) (ii) will be implemented within the eligible catchment area (**ECA**) listed in **Annexure B (Stockland Asset)**; and
 - (iii) (iii) comply with these terms and conditions at all times.
- 9 An Applicant must not be:
 - (a) an individual;
 - (b) a company; or
 - (c) a political party; or
 - (d) a government entity; or

- (e) a religious group (except those with a non-religious purpose).
- 10 Stockland requires an Applicant to hold public liability insurance. Having regard to the nature of the Initiative, Stockland will determine, at its sole discretion, the amount of insurance coverage required if the Applicant is offered a Grant. Stockland may require the Applicant to provide evidence satisfactory to Stockland that the Applicant's public liability insurance is current (i.e., a certificate of currency).
- 11 Any Applicant that has a director, officer or employee of Stockland or a contractor of Stockland (or an immediate family member of a director, officer or employee of Stockland or a contractor of Stockland) directly involved in the activities of the Applicant is ineligible to participate in the Program.
- 12 For the purpose of these terms and conditions, "immediate family member" includes a spouse (including same sex spouse), ex-spouse, de-facto spouse, child (whether natural or by adoption) or step-child, parent, step-parent, natural or adopted sibling, whether or not they live in the same household.

PART D – HOW TO APPLY

- 13 The Program commences and closes on the dates specified in **Item 2 of the Schedule (Program Period)**. Stockland reserves the right to adjust the Program Period at its discretion. Stockland will publish any changes to the Program Period on the Program Website.
- 14 Participation in the Program is free.
- 15 To apply for a Grant, an Applicant must, during the Program Period:
 - (a) log on to the Program website at <https://www.stockland.com.au/residential/qld/aura/news-and-events/community-grants>;
 - (b) select 'apply now' button; and
 - (c) complete the online application form with all requested details (**Application**).
- 16 The terms of submitting an Application are as follows:
 - (a) an Applicant cannot submit more than one (1) Application; and
 - (b) the Application must be for an Initiative implemented within the ECA of a Stockland Asset listed in **Annexure B**;
- 17 The date and time of an Application will in each case be the date and time the Application is received by Stockland's server.
- 18 Stockland has an unrestricted, irrevocable, transferable, divisible right and licence to use Applications for the purpose of Stockland's business without the payment of any fee or compensation. An Applicant agrees to sign any further documentation required by Stockland to give effect to this arrangement as a precondition to being awarded a Grant. To the extent permitted by law, Applicants unconditionally and irrevocably consent to any act or omission that would otherwise infringe any moral rights in their Application.
- 19 An Application cannot be modified by an Applicant after it has been submitted unless the Applicant's details change during the Program Period. Should an Applicant's details

change during the Program Period, it is the Applicant's responsibility to notify Stockland. A request to access or modify any information provided in an Application should be directed by email to Stockland at stocklandaura@good2give.ngo in the first instance and only during the Program Period.

- 20 Stockland, its officers, employees, representatives and agents will not be liable for any lost, late or misdirected Application including but not limited to delays in the delivery of an Application due to technical disruptions, network congestion or for any other reason.
- 21 Applications not completed and submitted in accordance with these terms and conditions, and any incomplete or indecipherable Applications, will be deemed invalid and will not be considered for the Program.

PART E – SUCCESSFUL APPLICANTS

- 22 All valid Applications will be judged by Stockland to determine which Applicants will be offered a Grant. Stockland may (in its sole and absolute discretion) appoint local community representatives to assist Stockland to judge the Applications. Judging will take place between the dates specified in **Item 3 of the Schedule (Judging Period)**. The judging period may be extended at the discretion of Stockland.
- 23 Each Application will be individually judged based on the selection criteria set out in **Annexure C (Selection Criteria)**. Chance plays no part in determining the successful Applicants.
- 24 During the Verification Period specified in **Item 4 of the Schedule**, Stockland will contact Applicants for verification, clarification, or for further information and documents which Stockland deems relevant for the purpose of judging or verifying an Application, awarding the Grant or any other purpose relating to the Program. During the Verification Period, Applicants who are uncontactable or fail to provide the requested verification, clarification, documentation or further information will be deemed ineligible. If an Applicant is offered a Grant and is later deemed ineligible, Stockland may in its sole and absolute discretion offer the Grant to another Applicant.
- 25 An Applicant that is offered a Grant (**Successful Applicant**) will be notified by Stockland via the Successful Applicant's nominated e-mail address or telephone number within the time period specified in **Item 4 of the Schedule**.
- 26 Successful Applicants will be announced to the public on-line via <https://www.stockland.com.au/residential/qld/aura/news-and-events/community-grants> and via such other local media outlets chosen by Stockland (in its sole and absolute discretion). If requested, a Successful Applicant must attend a public event or presentation following a public announcement.
- 27 The information contained in any public announcement will be determined by Stockland (in its sole and absolute discretion) and the Successful Applicant acknowledges and agrees that it may include their website address or other contact information.
- 28 Stockland's decisions in relation to any aspect of the Program, including but not limited to the selection of Successful Applicants, is final and binding and Stockland will not enter into any correspondence regarding such decisions, including in the event of a dispute.
- 29 Stockland reserves the right, at any time, to verify the validity of an Applicant and/or an Application and to disqualify any Applicant who submits an Application that is not in accordance with these terms and conditions or who tampers with their Application or the

Program. Failure by Stockland to enforce any of its rights at any stage does not constitute a waiver of those rights.

PART F - GRANT

- 30 GST will not be paid by Stockland in addition to a Grant. If GST is payable by the Successful Applicant in implementing the Initiative detailed in its Application, the Successful Applicant is responsible for the payment of that GST and must provide details of its ABN to Stockland if the Successful Applicant is registered for GST.
- 31 Successful Applicants give Stockland permission to communicate with them by e-mail and/or telephone in order to provide instructions as to how each Successful Applicant is to claim their Grant.
- 32 Stockland will provide to each Successful Applicant their Grant within the time period specified in **Item 5 of the Schedule**. The Grants (or any part of the Grants) are not transferable.
- 33 Each Successful Applicant should consider whether they wish to seek independent financial advice in relation to their Grant as tax implications may arise as a result of accepting a Grant. Any taxes which may be payable by the Successful Applicant as a consequence of receiving the Grant are the sole responsibility of the Successful Applicant.
- 34 A Successful Applicant must ensure that the Grant is expended only as detailed in its Application and must expend the Grant within the time specified in **Item 6 of the Schedule**. In order to maintain the integrity of this Program, Stockland reserves the right in its absolute and sole discretion to require the Successful Applicant to immediately return all or part of the Grant to Stockland in the event the Successful Applicant does not comply with this clause or any terms and conditions contained in this document.
- 35 A Successful Applicant must not use the Grant or any part of the Grant as a contribution to any fund-raising initiative or for any purpose other than that described in the Initiative.
- 36 The Successful Applicant must not use any part of the Grant to fund any of the following:
- (i) infrastructure items deemed to improve sporting or community facilities benefiting a small group of beneficiaries (eg shelters, pathways, landscaping) where long term tenure of the facility is not secured;
 - (ii) general office equipment (eg photocopiers, computers, printers, phones);
 - (iii) operating costs (eg rent, electricity, telephone);
 - (iv) ongoing salary costs that will be incurred irrespective of the Initiative;
 - (v) general maintenance of the Successful Applicant;
 - (vi) Initiatives that are core business of local, state or federal government departments (eg bikeways, roads infrastructure)
 - (vii) costs unrelated to the Initiatives including costs relating to travel and attendance at conferences.

PART G – PROMOTIONAL AND MARKETING ACTIVITIES

- 37 The Successful Applicants must participate and co-operate as required by Stockland in all editorial and media/PR activities relating to the Program (including, without limitation, the use of the Grant by the Successful Applicant), including but not limited to the Successful

Applicant and its members, employees, representatives and agents being interviewed and photographed. Each Successful Applicant and its members, employees, representatives and agents authorises Stockland to use such footage and photographs together with the name, voice, video application (if received), image and likeness of the Successful Applicant and its members, employees, representatives and agents for advertising and publicity purposes in any media in perpetuity worldwide without additional compensation or further reference to the Successful Applicant.

- 38 Any Applicant that applies for funding must agree to liaise with Stockland and the Sunshine Coast Regional Council for the joint promotion and communication of the program or infrastructure funded.
- 39 Any promotions and communications about the project, program, event or Initiative funded must acknowledge the funding provided by the Stockland Aura Community Grant.
- 40 Each Successful Applicant agrees to provide photographs, stories and/or videos relating to the Program (including without limitation the use of the Grant by the Successful Applicant) upon request by Stockland. A Successful Applicant and its employees, representatives and agents:
- (a) acknowledges that Stockland requires consent to copyright such photographs, stories and/or videos;
 - (b) authorises Stockland to record, collect, use, disclose and publish such photographs, stories and/or videos;
 - (c) gives its absolute and irrevocable right and permission for such photographs, stories and/or videos to be reproduced without limitation in the name of Stockland;
 - (d) acknowledges and agrees to any reproduction of such photographs, stories and/or videos to take place in various communication mediums including submission to an image library;
 - (e) agrees not to seek any payment from Stockland;
 - (f) agrees that Stockland owns all rights, title and interest (including intellectual property rights) in such photographs, stories and/or videos and that any existing and future rights in such photographs, stories and/or videos are assigned to Stockland; and
 - (g) releases and discharges Stockland from any and all claims and demands out of or in connection with the use of such photographs, stories and/or videos, including without limitation any and all claims for breach of privacy and intellectual property rights.
- 41 If required by Stockland, each Successful Applicant and its employees, representatives and agents must complete and return a signed release form relating to the matters set out in clauses 37 to 40 to Stocklandaura@good2give.ngo.
- 42 If required by Stockland, each Successful Applicant must provide Stockland with such reasonable assistance in carrying out marketing activities at or in relation to a Stockland Asset as part of the Successful Applicant's Initiative, including (but not limited to):
- (a) making available Stockland Asset promotional material and allowing attendance by Stockland representatives at an event related to the Initiative;
 - (b) allowing Stockland to present to members of a community group related to the Successful Applicant; and/or

- (c) allowing Stockland access to the Successful Applicant's membership database for the purpose of conducting a Stockland Asset promotional mail-out (subject to the requirements of any privacy policy of the Successful Applicant).

PART H – NO LIABILITY

- 43 Stockland assumes no responsibility or liability for any incorrect or inaccurate information, either caused by an Applicant or due to any of the equipment or programming associated with or utilised in the Program, or for any technical error, or any combination thereof that may occur in the course of the administration of the Program including any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorised access to, or alteration of, an Application, and reserves the right to take any action that may be available.
- 44 If for any reason the Program is not capable of running as planned (including but not limited to infection by computer virus, bugs, tampering, unauthorised intervention, fraud, technical failures or any other cause beyond the control of Stockland which corrupt or affect the administration, security, fairness, integrity or proper conduct of the Program), Stockland reserves the right (in its sole and absolute discretion) to disqualify any Applicant who undermines the fairness of the Program (by, for example, tampering with, using or exploiting errors in, the application process to obtain a competitive advantage over other Applicants), or take any action that may be available to cancel, terminate, modify or suspend the Program, subject to any direction given under state regulations, or any written directions given by a relevant regulatory authority.
- 45 Stockland reserves the right (in its sole and absolute discretion) to disqualify from the Program any Applicant who Stockland has reason to believe has breached any of these terms and conditions, or engaged in any unlawful or other improper misconduct calculated to jeopardise the fair and proper conduct of the Program. Stockland's legal rights to recover damages or other compensation from any such Applicant are reserved.
- 46 Stockland will not be liable for any loss or damage whatsoever which is suffered (including but not limited to direct, special, indirect or consequential loss, any loss of profits, any loss of revenue, any loss of use, any loss of contract, any loss of opportunity, any loss or reputation, any wasted overheads and/or any loss arising out of a claim by a third party), or for personal injury or death suffered or sustained, in connection with this Program, except for any liability which cannot be excluded by law.

PART I - TERMINATION

- 47 Stockland reserves the right to vary the terms of, or cancel, this Program at any time without notice and without liability to any Applicant or other person, subject to applicable laws.

PART J – PRIVACY

- 48 Stockland's privacy policy can be viewed at <http://www.stockland.com.au/privacy-policy.htm> This policy includes information on how Stockland might collect, use and manage an Applicant's personal information.
- 49 Stockland collects each Applicant's personal information directly from each Applicant wherever practicable. Stockland may collect personal information from its related companies or other third parties.
- 50 Stockland will use each Applicant's personal information primarily to run the Program. Stockland will also use this information for research to improve its products and services. If an Applicant does not provide Stockland with their personal information, as requested

as part of the Program, Stockland may be unable to process that Applicant's participation in the Program.

- 51 Stockland may disclose an Applicant's personal information, including updates, to consultants, agents or contractors acting on Stockland's behalf, parties to whom Stockland has outsourced various functions, its related parties, entities and trusts, and regulatory authorities where required by law. Stockland may disclose personal information to entities outside Australia, including to its related bodies corporate, data hosting and other service providers.
- 52 Stockland's Privacy Policy sets out how an Applicant can access and make a request to correct their personal information Stockland may hold about them, or to make a privacy complaint, and how Stockland will deal with the complaint.
- 53 An Applicant may contact Stockland by email at: privacy@stockland.com.au or by post: Privacy Officer, Stockland, Level 25, 133 Castlereagh Street, Sydney NSW 2000.

PART K – SOCIAL MEDIA

- 54 This Part applies if the Program is promoted on Facebook and/or Instagram or requires Applicants to access Facebook and/or Instagram to participate in the Program.
- 55 Each Applicant:
- (a) releases Facebook, Inc., Facebook Ireland Ltd. and their related bodies corporate from all liability in connection with the Program, except for any liability which cannot be excluded by law;
 - (b) acknowledges that the Program is in no way sponsored, endorsed or administered by, or associated with, Facebook;
 - (c) agrees and warrants that they have read and understood, agree to be bound by, and will not do anything that violates Facebook's terms and conditions of use from time to time, including Facebook's:
 - (i) Statement of Rights and Responsibilities at <https://www.facebook.com/legal/terms>;
 - (ii) Data Policy at <https://www.facebook.com/about/privacy>; and
 - (iii) Community Standards at <https://www.facebook.com/communitystandards>; and
 - (d) must not use personal timelines or friend connections when participating in the Program.
- 56 Each Applicant:
- (a) releases Instagram, LLC and its related bodies corporate from all liability in connection with the Program, except for any liability which cannot be excluded by law;
 - (b) acknowledges that the Program is in no way sponsored, endorsed or administered by, or associated with, Instagram; and
 - (c) agrees and warrants that they have read and understood, agree to be bound by, and will not do anything that violates Instagram's terms of use from time to time.

- 57 Applicants indemnify Stockland against all losses, liabilities, costs and expenses incurred by Stockland (whether direct, indirect or consequential) including legal expenses and third party claims in connection with an Applicant's breach of this Part K.

PART L – JURISDICTION

- 58 These terms and conditions are to be governed by the laws of the State of New South Wales and the parties must submit to the exclusive jurisdiction of the Courts of that State and Court of appeal from such Courts.

Schedule

<u>Item 1</u> (Part A, clause 3)	<u>Maximum amount per Grant</u> \$50,000
<u>Item 2</u> (Part D, clause 13)	<u>Program Period</u> Commences: Friday 9 th September 2022 at 5.00pm (AEDT) Ends: Wednesday 5 th October 2022 at 5:00pm (AEDT)
<u>Item 3</u> (Part E, clause 22)	<u>Judging Period</u> Commences: 13 th October 2022 at 9:00am (AEDT) Ends: 24 th October 2022 at 5:00pm (AEDT)
<u>Item 4</u> (Part E, clause 24 and 255)	<u>Verification Period</u> Within 80 days of the end date of the Judging Period.
<u>Item 5</u> (Part F, clause 32)	<u>Provision of a Grant</u> 28 days after the date on which a Successful Applicant is announced to the public on-line via https://www.stockland.com.au/residential/qld/aura/news-and-events/community-grants
<u>Item 6</u> (Part F, clause 34)	<u>Period within which Grant must be expended</u> For Grants between \$1,000 and \$5,000, the Grant must be expended within 12 months of the date on which the Grant was provided to the Successful Applicant by Stockland. For Grants between \$5,001 and \$10,000, the Grant must be expended within twelve (12) months from the date on which the Grant was provided to the Successful Applicant by Stockland. For Grants above \$10,001 and less than \$50,000, the Grant must be expended within 24 months of the date on which the Grant was provided to the Successful Applicant by Stockland. Note: one-off events will only be funded to a maximum value of \$15,000.

Annexure A

Focus Areas

Focus Area	Overview
Distinctive	Positively contribute to the character of the village or town centre, improving amenity, increasing vitality and activation, and fostering a unique sense of community.
Talented	Support, grow and build the capacity of local people by providing opportunities for community members to actively participate in shaping their community.
Happy & Healthy	Provide opportunities for the community to come together, to be happy and healthy and to feel that everyone belongs.
Green	Embrace sustainability principles in all aspects of project delivery.

The 2022 Grants places a high priority on the following community needs and programs, and Applications addressing the following themes will be highly regarded:

- supporting the establishment and expansion of community groups and their programs
- supporting local art projects and programs
- supporting local health and wellbeing projects (i.e. sport, fitness and health programs)
- supporting local environmental projects including research, rehabilitation, education and training
- supporting cultural and indigenous awareness through education, events and programs
- Supporting the emerging community needs of the new suburbs of Nirimba and Banya

Demonstrated collaboration and partnerships with other community organisations in applications will be highly regarded, to foster the long term sustainability of initiative delivery.

Annexure B

Eligible Catchment Areas - ECAs

The following are ECAs for the purposes of this Program (refer maps below):

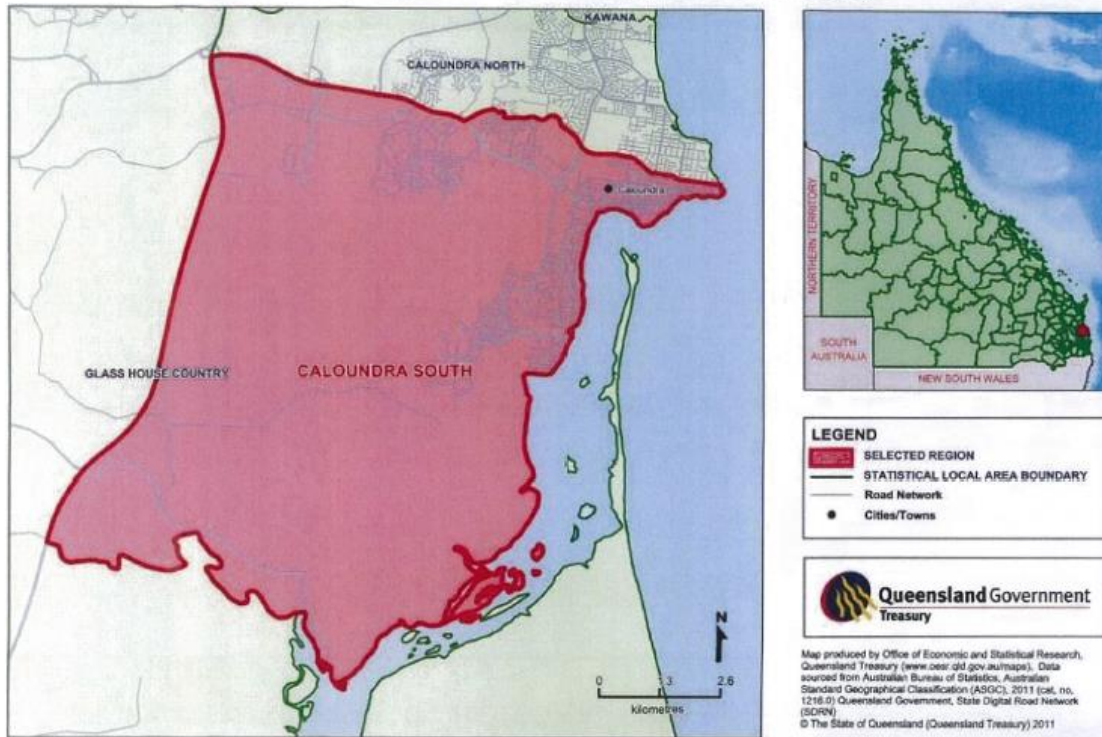
- Caloundra North;
- Caloundra South; and
- Glasshouse Country

Funding is only available for successful Applications with outcomes focussed on specific villages or town centres in the above ECAs. These ECAs include (but are not limited to) the following locations:

- | | |
|--|-----------------------------|
| + Caloundra Central Business District | + Bells Reach and Bellvista |
| + Moffat Beach | + Glenview |
| + Shelley Beach | + Mooloolah Valley |
| + Dicky Beach | + Landsborough |
| + Currimundi | + Beerwah |
| + Golden Beach | + Glasshouse Mountains |
| + Aura including Baringa, Nirimba, Banya | + Beerburrum |

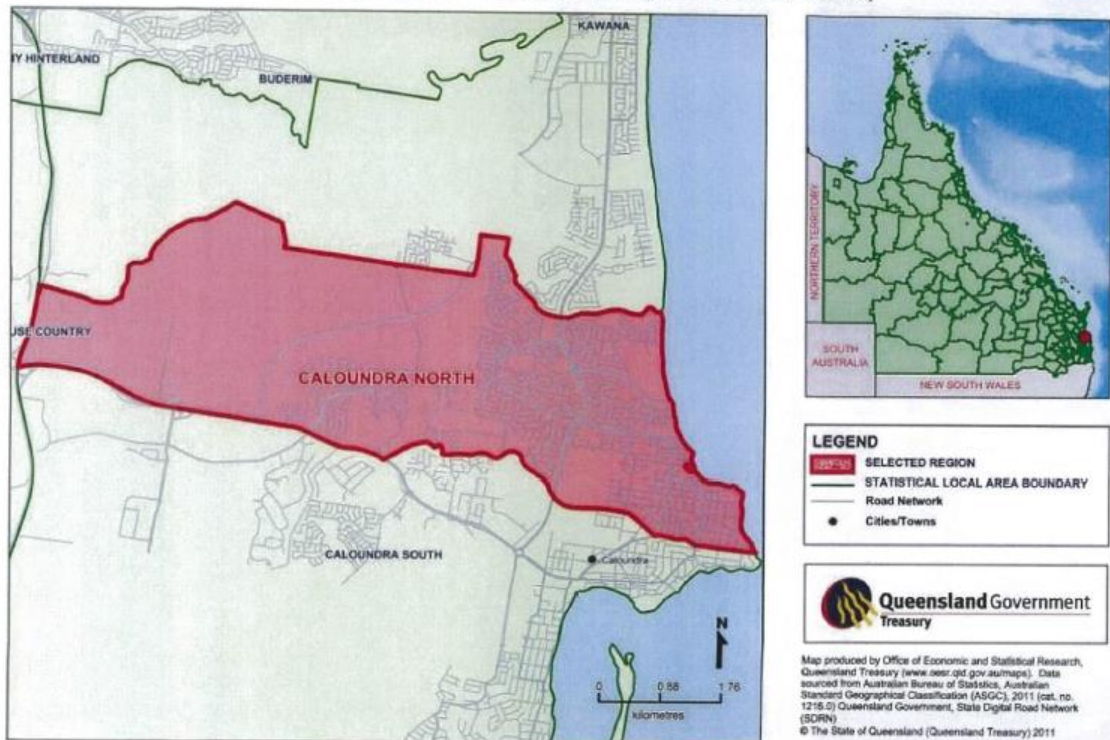
The organisation or community group does not need to be based in the defined catchment, however, the project outcome deliverable must occur in one (or more) of the ECAs.

Queensland Statistical Local Areas (SLA), 2011 - Caloundra South (ASGC Code 309056721)



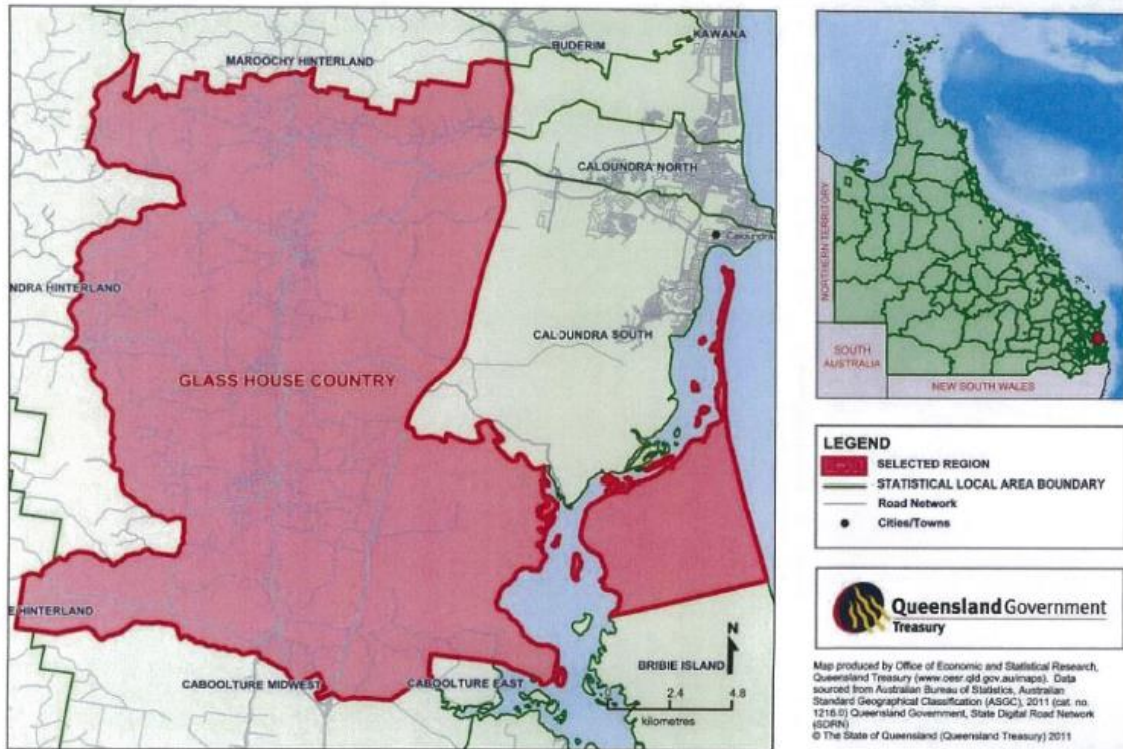
Map 16B

Queensland Statistical Local Areas (SLA), 2011 - Caloundra North (ASGC Code 309056718)



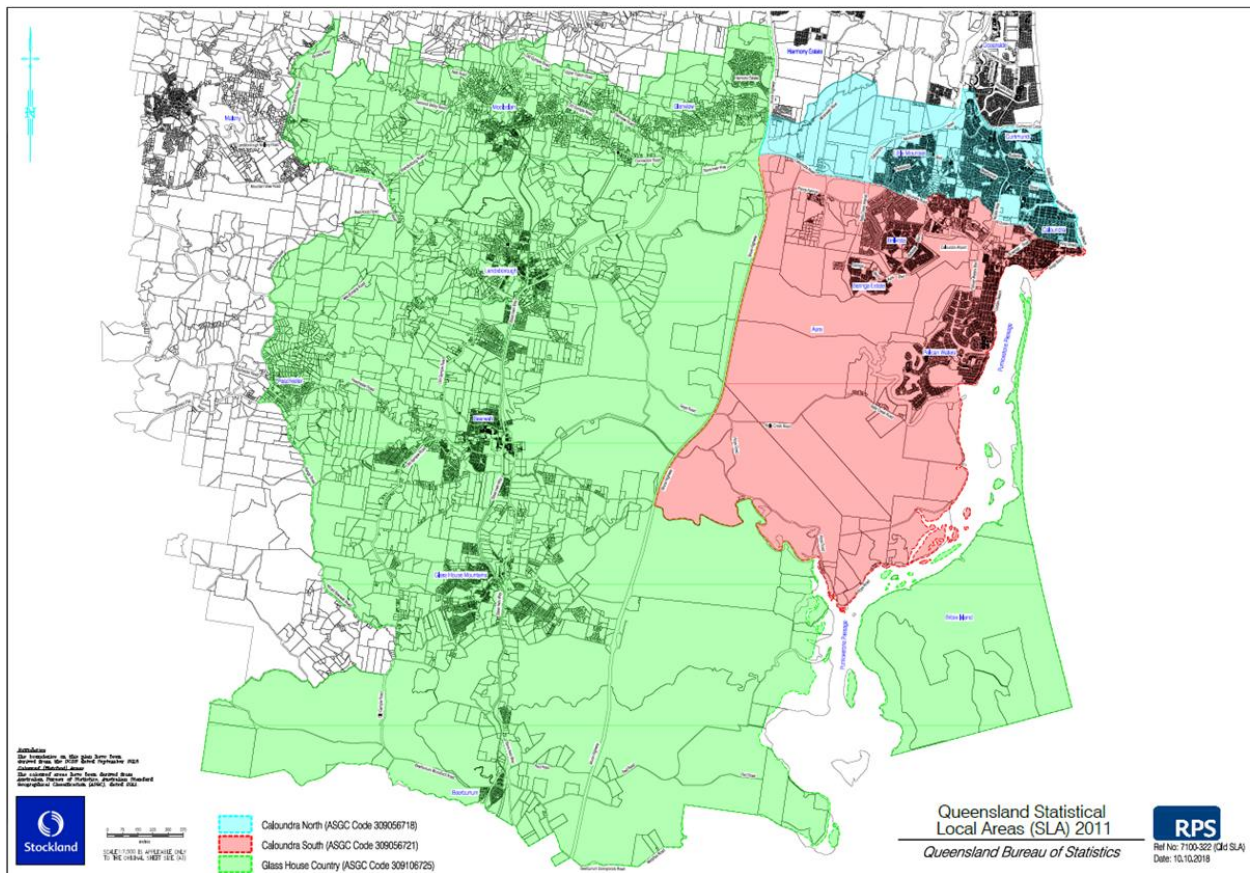
Map 16A

Queensland Statistical Local Areas (SLA), 2011 - Glass House Country (ASGC Code 309106725)



Map 16C

Consolidated plan



Annexure C

Selection Criteria

	In judging each valid Application, Stockland will consider the degree to which:
1.	The Initiative will support one or more of the Focus Areas listed in Annexure A;
2.	The Application demonstrates that there is a need within the ECA which will be addressed by the Initiative;
3.	The Application demonstrates who will be positively impacted by the Program or Initiative and how they would benefit from the program or Initiative;
4.	The Application demonstrates how a Grant received from Stockland will be used to deliver the Program or Initiative within the time period required, including (but not limited to) any purchases, key activities and timelines;
5.	The Application identifies how the successful outcomes of the Initiative will be measured; and
6.	The Applicant holds adequate public liability insurance having regard to the nature of the Initiative.