

27<sup>th</sup> February

2017

# **Stockland Community Grants Program Terms and Conditions (2017)**

Stockland Corporation Limited
ACN 000 181 733
Stockland Trust Management Limited
ACN 001 900 741
AFSL: 241190
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## **PART A - GENERAL TERMS**

- Stockland Development Pty Limited ABN 71 000 064 835 and Stockland Property Management Pty Ltd ABN 22 000 059 398 (Stockland) will offer grants to each eligible organisation (see *Part C*) (Applicant) who makes a successful Stockland 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.
- 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.
- References to Stockland in this document include where relevant any partner, consultant or contractor of Stockland. Stockland has currently nominated Good2Give as a partner who will act in certain circumstances on behalf of Stockland during the Program.

## **PART C – ELIGIBILITY**

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

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

- 9 The Program commences and closes on the dates specified in *Item 2 of the Schedule* (**Program Period**).
- 10 Participation in the Program is free.
- 11 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/about-stockland/stockland-in-the-community/community-grants;
  - (b) select 'apply now' button
  - (c) complete the online application form with all requested details. (Application).
- 12 The terms of submitting an Application are as follows:
  - (a) An Applicant cannot submit more than three (3) Applications in total;
  - (b) Each Application must be for a different Initiative;
  - (c) Each Application must be for an Initiative implemented within the LGA of a Stockland Asset listed in *Annexure B*;
- The time of an Application will in each case be the time the Application is received by Stockland's server.
- 14 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.
- 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 to Stockland at stockland@good2give.ngo in the first instance and only during the Program Period.
- 16 Stockland, its 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.
- 17 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

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).
- 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.
- 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 the Successful Applicant is deemed ineligible, Stockland may in its sole and absolute discretion offer the Grant to another Applicant.
- 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*.
- 22 Successful Applicants will be announced to the public on-line via <a href="https://www.stockland.com.au/about-stockland/stockland-in-the-community/community-grants">https://www.stockland.com.au/about-stockland/stockland-in-the-community/community-grants</a> 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.
- 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.
- 24 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.
- 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**

- 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.
- 27 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.
- 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.
- 29 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.
- 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 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.
- 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.

## PART G - PROMOTIONAL AND MARKETING ACTIVITIES

- 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 employees, representatives and agents being interviewed and photographed. Each Successful Applicant and its 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 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.
- The Successful Applicants agree 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;
  - 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.

- 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 32 and 33 to Stockland@good2give.ngo.
- 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**

- 36 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.
- 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.
- 38 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.
- 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**

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

- View Stockland's privacy policy at <a href="http://www.stockland.com.au/privacy-policy.htm">http://www.stockland.com.au/privacy-policy.htm</a>
  This policy includes information on how Stockland might collect, use and manage an Applicant's personal information.
- 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.
- 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.
- 44 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.
- 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.
- 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

- 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.
- 48 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.

#### 49 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.
- 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 clauses 48 and 49.

# PART L - JURISDICTION

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 jurisdiction of the Courts of that State.

<u>Item 1</u>	Maximum amount per Grant		
(Part A, clause 3)	\$1,000.00.		
Item 2	Program Period		
(Part D, clause 9)	Commences: 27 February 2017 at 9:00am (AEDT)		
	Ends: 31 March 2017 at 5:00pm (AEDT)		
Item 3	Judging Period		
(Part E, clause 18)	Commences: 3 April 2017 at 9:00am (AEDT)		
	Ends: 7 April 2017 at 5:00pm (AEDT)		
Item 4	Verification Period		
(Part E, clause 20 and 21)	Within 80 days of the end date of the Judging Period.		
Item 5	Provision of a Grant		
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(Part F, clause 28)	28 days after the date on which a Successful Applicant is announced to the public on-line via		
	http://www.stockland.com.au/communitygrants		
<u>Item 6</u>	Period within which Grant must be expended		
(Part F, clause 30)	Within 4 months of the date on which the Grant was provided to the Successful Applicant by Stockland.		

Focus Area	Overview
	Our focus and commitment to health and wellbeing is supported by research that illustrates the value communities place on a physically and mentally active lifestyle for all ages in safe, pleasant and accessible environments. We seek to ensure our communities can access fresh, healthy food and participate in active living practices.
Health & Wellbeing	We want our communities to have access to health and wellbeing programs such as exercise, sports and recreational groups, community gardens and open spaces, accessibility and health services.
	Our focus on education identifies access to quality education and sustainable employment as a major driver of personal wellbeing and prosperity for individuals, families and communities.
Education	We seek opportunities to implement a range of community learning and education activities, including programs for local students and schools, local employment and training initiatives and environmental awareness programs.
«رچُي» مرچُي»	Our commitment to community connection is aligned with our priority to improve mental health through a reduction in social isolation. We seek to support this by fostering self-sustaining social cohesion.
Connection	We seek to engage with community groups to activate community infrastructure through programs and events centred on inclusion for all ages and abilities, community services, cultural celebration and the arts.
	We aim to protect the biodiversity of our surrounding environments when we are creating new urban communities to enhance the liveability and vitality of the community over the long term. Maintaining the delicate balance between protecting biodiversity and developing communities is based on good urban design principles.
Biodiversity	Our goal is to better understand biodiversity protection, management and enhancement opportunities to ensure the values of Australia's unique flora and fauna are preserved.



more efficient use of water.

to alternate water infrastructure and practical innovation to support

Quality

#### **Annexure B**

## **Participating Stockland Assets**

#### **Stockland Asset Class 1: Stockland residential communities**

Stockland Asset LGA

**New South Wales** 

Altrove Blacktown City Council

Elara Blacktown City Council

McKeachie's Run Maitland City Council

Willowdale MacArthur City Council

**Queensland** 

Augustine Heights Ipswich City Council

Aura Sunshine Coast Regional Council

Birtinya Sunshine Coast Regional Council

Newport Moreton Bay Regional Council

North Lakes Moreton Bay Regional Council

North Shore Townsville City Council

Ormeau Ridge City of Gold Coast

Pallara City of Brisbane

Riverstone Crossing City of Gold Coast

Sovereign Pocket Ipswich City Council

Stone Ridge Moreton Bay Region

Vale Logan City

#### **Victoria**

Allura City of Wyndham

Cloverton City of Hume

Eucalypt City of Whittlesea

Highlands City of Hume

Mernda Villages City of Whittlesea

The Grove City of Wyndham

# Western Australia

Amberton City of Wanneroo

Calleya City of Cockburn

Newhaven City of Armadale

Sienna Wood City of Armadale

Vale City of Swan

Whiteman Edge City of Swan

#### Stockland Asset Class 2: Stockland shopping centres

# Stockland Asset LGA

#### **New South Wales**

Stockland Balgowlah Warringah Council

Stockland Bathurst Bathurst Regional Council

Stockland Baulkham Hills The Hills Shire

Stockland Corrimal City of Wollongong

Stockland Forster Great Lakes Council

Stockland Glendale City of Lake Macquarie

Stockland Green Hills City of Maitland

Stockland Jesmond City of Newcastle

Stockland Merrylands City of Holroyd

Stockland Nowra City of Shoalhaven

Stockland Piccadilly City of Sydney

Stockland Wallsend City of Newcastle

Stockland Shellharbour City of Shellharbour

Stockland Wetherill Park City of Fairfield

## **Queensland**

Stockland Burleigh Heads Gold Coast City

Stockland Cairns Cairns Region

Stockland Caloundra Sunshine Coast Region

Stockland Gladstone Gladstone Regional Council

Stockland Hervey Bay Fraser Coast Region

Stockland Rockhampton Region

Stockland Bundaberg Region

Stockland Cleveland Redland Shire

Stockland Townsville (and Kmart Plaza) City of Townsville

#### **Victoria**

Stockland Point Cook City of Wyndham

Stockland The Pines City of Manningham

Stockland Traralgon City of LaTrobe

Stockland Wendouree City of Ballarat

Stockland Tooronga City of Stonnington

# Western Australia

Stockland Baldivis City of Rockingham

Stockland Bull Creek City of Melville

Stockland Riverton City of Canning

Stockland Harrisdale City of Armadale

#### Stockland Asset Class 3: Stockland retirement villages

Stockland Asset LGA

<u>ACT</u>

Ridgecrest Village Australian Capital Territory

**New South Wales** 

Bellevue Gardens Retirement Village Port Macquarie-Hastings

Bexley Gardens City of Rockdale

Camden View Village Port Macquarie-Hastings

Cardinal Freeman Retirement Village Ashfield

Castle Ridge Resort The Hills Shire

Golden Ponds Resort Great Lakes

Lincoln Gardens Retirement Village Port Macquarie-Hastings

Lourdes Retirement Village Ku-ring-gai

Macarthur Gardens Retirement Village Campbelltown

Macquarie Grove Retirement Village Wollondilly Shire

Maybrook Village Warringah

Parklands Village Port Macquarie-Hastings

Queens Lake Village Port Macquarie-Hastings

The Cove Village City of Gosford

The Village Swansea City of Lake Macquarie

The Willows Retirement Village City of Parramatta

Wamberal Gardens Retirement Village City of Gosford

Waratah Highlands Village Wollondilly Shire

Willowdale Retirement Village City of Liverpool

#### Queensland

Bellcarra Retirement Resort Sunshine Coast Region

Farrington Grove Retirement Estate Moreton Bay Region

Fig Tree Village Moreton Bay Region

Greenleaves Retirement Village Brisbane City

North Lakes Retirement Resort Townsville

Pine Lake Village Moreton Bay Region

Salford Waters Retirement Estate Redland City

## **South Australia**

Bay Village City of Victor Harbour

Hillsview Village City of Onkaparinga

Lightsview Retirement Village City of Port Adelaide Enfield

Ridgehaven Rise Retirement Village City of Tea Tree Gully

Salford Retirement Estate City of Onkaparinga

Somerton Park Seniors Living Community City of Holdfast Bay

The Grange Retirement Estate City of Charles Sturt

Unity Retirement Village City of Onkaparinga

The Villas at Brighton City of Holdfast Bay

The Villas on Milton City of Unley

Walnut Grove Estate City of Onkaparinga

#### **Victoria**

Arilla Village City of Whittlesea

Bundoora Village City of Banyule

Burnside Village City of Melton

Cameron Close Village City of Whitehorse

Donvale Village City of Manningham

Gillin Park Retirement Village City of Warrnambool

Gowanbrae Village City of Mooreland

Highlands Retirement Village City of Hume

Keilor Village City of Brimbank

Knox Village City of Knox

Latrobe Village City of Darebin

Long Island Village City of Frankston

Mernda Retirement Village City of Whittlesea

Midlands Terrace City of Ballarat

Oak Grange Village City of Bayside

Patterson Lakes Village City of Kingston

Plenty Valley Village City of Whittlesea

Rosebud Village Shire of Mornington Peninsula

Salford Park Community Village City of Knox

Selandra Rise Retirement Village City of Casey

Tarneit Skies Retirement Village City of Wyndham

Taylors Hill Village City of Melton

Templestowe Village City of Manningham

The Lakes Estate City of Brimbank

Vermont Village City of Whitehorse

Wantirna Village City of Knox

#### Western Australia

Affinity Village City of Rockingham

# **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 LGA 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; and	
5.	The Application identifies how the successful outcomes of the Initiative will be measured.	