

Peet Fort Largs Community Grants

TERMS AND CONDITIONS

The 'Fort Largs Community Grants' (**Program**) will take place from Tuesday 21st November 2023 to Friday 15th December 2023 and is subject to terms and conditions and eligibility criteria, details of which are outlined below and are available at www.fortlargs.com.au. All matters relating to the Program are subject to change without notice at Peet's absolute discretion. The Program and the material associated with the Program do not form part of any contract for the purchase of any Peet product. Program entrants should review any such contract carefully, make their own inquiries and obtain independent financial and legal advice before proceeding with any purchase.

1. PROGRAM DETAILS

- 1.1. In these terms and conditions and any marketing materials and advertisements relating to the Program, **Peet** means Peet Limited ACN 008 665 834 and its related bodies corporate including, but not limited to Peet FL Pty Limited as the seller of the land at Fort Largs.
- 1.2. The 'Fort Largs Community Grants (**Program**) commences Tuesday 21st November 2023 at 10 am (ACST) and concludes on Friday 15th December 2023 at 5 pm (ACDT) (**Program Period**). Peet may extend the Program Period at its sole discretion (**Extended Program Period**). Details of any Extended Program Period will be posted on the Program website www.fortlargs.com.au. References in these terms and conditions to the Program Period include any Extended Program Period where applicable.
- 1.3. The Program is only valid during the Program Period. The Program details are correct at the time of publication of this document but may change at Peet's absolute discretion at any time. Peet will post any changes to these details (including these terms and conditions) on the Promotion website www.fortlargs.com.au
- 1.4. The details of the Program are as follows:
 - (a) Fort Largs Community Grants Program provides motivated local groups a kickstart, or well-deserved encouragement for their great work. Community grants are provided to encourage sustainable, local programs and initiatives that benefit our local LeFevre Peninsula community in the following ways:
 - More community services, activities, facilities and programs
 - Opportunities to meet neighbours and form social connections
 - Local educational opportunities
 - Youth development programs
 - Increased community capacity
 - Improved community governance structures
 - Improvements to health and wellbeing
 - A sustainable environment
 - Arts and cultural programs
 - (b) Applicants should consider the following guidelines when making a grant application.
 - Anyone can apply. However, preferences will be given to not-for-profit community groups and organisations, or individuals whose initiatives directly benefit the local community. Applicants do not need to be residents or future residents of Fort Largs.
 - The project should present clear value and benefit to the local community. The project should align with Peet's values which include:
 - Enriching lives
 - Operating with integrity and the highest ethical standards
 - Creating vibrant, liveable, sustainable communities
 - Protecting the environment at all stages of the development for current and future generations
 - Providing equal opportunity employment – embracing diversification
 - (c) The project should contribute to community sustainability outcomes within the LeFevre Peninsula, meaning the project should benefit the community in any of the following ways:
 - Active, inclusive and safe
 - Well run
 - Well connected
 - Well served
 - Environmentally serviced
 - Fair for everyone
 - Thriving
 - Well designed and built

The project should engage with, and involve, appropriate stakeholders through increased community participation. The project deliverables should be realistic and achievable in the timeframe indicated. Applicants must demonstrate the project being funded can be delivered within six months of receiving funding.
 - (d) Application forms can be downloaded at www.fortlargs.com.au and must be completed and received before 5pm (ACDT) on Friday 15th December 2023. Applicants wishing to enter must demonstrate how the project presents clear value and benefit to the local community. Community groups and individuals are eligible to be awarded one grant per round and can apply for a maximum amount of up to \$3,000 including GST per grants round. Funds should be directed toward tangible items or to support an event/initiative that delivers significant measurable benefits to the local community.
 - (e) At the end of the Fort Largs Community Grant Program Application Period, each grant request will be carefully assessed and judged on its own merits, based on the specified guidelines. Only Applications which meet the criteria set out in paragraphs 1.4 (b) and (c) above will be eligible.

- (f) All applicants will be contacted via email, regardless of whether they are successful or not by Friday 12th January 2024. Successful applicants will be asked to complete a sponsorship agreement between them and Peet FL Pty Ltd. This agreement outlines the relationship, responsibilities and payment terms.

(g) GENERAL

- a. The Program cannot be used in conjunction with any other offer, unless otherwise agreed by Peet.
- b. By entering into the Program, an entrant is deemed to have read, understood and accepted these terms and conditions.
- c. The Program may be withdrawn at Peet's discretion, and these terms and conditions may be amended by Peet, at any time during the Program Period. Details of amended terms and conditions will be posted on the Program website www.fortlarges.com.au.
- d. Failure by Peet to enforce any of its rights under these terms and conditions does not constitute a waiver of those rights.
- e. Peet will not be liable for any loss or damage suffered or incurred by any person who relies upon the information in any advertisement relating to the Program or participates in the Program (except for any liability which cannot be excluded by law), nor for any restriction of Peet's ability to provide any aspect of the Program as a result of the act of any third party, its employees or agents.
- f. Nothing in these terms and conditions limits, excludes or modifies or purports to limit, exclude or modify the statutory consumer guarantees as provided under the *Australian Consumer Law* or other consumer protection laws in South Australia which cannot be contracted out of (**Non-Excludable Guarantees**), provided that, to the extent that Australian Consumer Law permits Peet to limit its liability, then Peet's liability will be limited to:
 - (a) in case of services, the cost of supplying the services again or payment of the cost of having the services supplied again; and
 - (b) in the case of goods, the cost of replacing the goods, supplying the equivalent goods or having the goods repaired, or may of the cost of replacing the goods, supplying equivalent goods or having the goods repaired.
- g. Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, Peet (including its respective officers, employees and agents) excludes all liability, for any personal injury, or any loss or damage, whether direct, indirect, special or consequential, arising in any way out of the Program, and to the maximum extent permitted by law, you agree to indemnify and hold harmless Peet (and its officers, employees and agents) against all losses, proceedings, costs, expenses (including legal fees on a solicitor and own client basis), claims and damages arising from your breach of these terms and conditions, your participation in the Program and any component of the awarded Sponsorship.
- h. Peet gives no warranty and makes no representation as to the accuracy or sufficiency of any description, illustration, photograph or statement contained in any advertisement, or any information or statements made or given by its employees, agents or contractors concerning the Program, and will not be liable for any loss or damage suffered or incurred by any party who relies upon the information in any such advertisement, publication or statement except for any liability which cannot be excluded by law.

(h) PRIVACY

- a. Peet is collecting personal information associated with the Program in order to conduct the Program, to assist in providing the products or services an individual has requested (if any), and to improve its products and services. Peet may use the information for promotional, marketing, publicity, research and profiling purposes, and may be in touch by any means (including telephone, email or SMS) at any time to let an individual know about products, services or promotional activities which may be of interest until the entrant informs Peet otherwise.
- b. Peet may share personal information with other persons or entities who assist it in providing its products or services or running competitions or trade promotions. Peet may also disclose personal information to third parties as required or authorised by law. Peet does not routinely disclose personal information overseas.
- c. Peet's privacy policy explains how Program entrants can seek to access and/or correct the personal information that Peet holds about them, as well as how Program entrants can make a complaint about the way in which Peet handles Program entrants' personal information and how Peet deals with complaints. Program entrants can access Peet's privacy policy at www.peet.com.au/privacy-policy.
- d. If a Promotion entrant does not want to be contacted by Peet for future commercial communications, they should contact Peet on 08 8100 2300 and Peet will ensure that their personal information is not used for that purpose.