

**COMMUNITY CHOICES PROGRAM  
NOMINATION AND VOTING (“Promotion”)**

**TERMS AND CONDITIONS**

**1. INTRODUCTION**

- a) These Terms and Conditions govern the Promotion. Submitting a Nomination or a Vote in the Promotion or being allocated Funding is deemed acceptance of these Terms and Conditions.
- b) The Promoter will run the Program in conjunction with Stackla Pty Ltd to allocate funding for Eligible Participants in the Essential Energy Network area.

**2. NOMINATIONS**

- a) During the Nomination Period, a Nomination can be submitted by an individual accessing a link to the online nomination form (located at [www.essentialenergy.com.au/choices](http://www.essentialenergy.com.au/choices)) via the Promoter’s Web Page.
- b) Each Nomination must be located within one of the 20 zones identified within Essential Energy’s network area.
- c) Groups that meet the criteria for the Small Communities category, are permitted to enter for both the main funding pool and Small Communities category. The nominator must select Small Communities at the time of their nomination as this does not occur automatically.
- d) Only one Nomination can be submitted per Group per zone. Qualification and entry into the Small Communities category occurs simultaneously with a Nomination and is not deemed to be a separate nomination.
- e) If a Nomination is submitted by an individual that does not represent the Group, the individuals contact details will be shared with the Group.
- f) Nominations must not be made by an individual involved in the governance of the Program which includes the following Essential Energy employees – Corporate Marketing Specialist, Corporate Marketing Officer, Brand and Marketing Manager, Head of Communications, Executive General Manager Corporate Affairs, Community Relations Managers, Community Relations Advisors, PR and Community Manager, and the PR and Media Specialist.
- g) Nominations are deemed made at the time each Nomination is received by Essential Energy on its database (via the Stackla platform). The Promoter and Stackla Pty Ltd accept no responsibility for any late, lost or misdirected Nominations due to technical disruptions, network congestion or for any other reason (whether or not after their receipt by the Promoter).
- h) Individuals submitting a Nomination represent and warrant that they have obtained consent and/or have the approval and authority of the Participant to use any content, imagery or photography submitted in their Nomination and the individual indemnifies the Promoter against any loss resulting from a breach of this warranty. Essential Energy may use the content, imagery or photography submitted for the purposes of marketing and promotion of the Community Choices Program.
- i) At the close of the Nomination Period, the Promoter will review all Nominations and those Nominations that meet the Promoter’s eligibility criteria as set out in clause 3 below will be confirmed as Eligible Participants and listed on voting site (located on the Essential Energy website [www.essentialenergy.com.au/choices](http://www.essentialenergy.com.au/choices)) to receive Votes during the Voting Period.

**3. ELIGIBILITY CRITERIA**

- a) Groups are eligible for the program if they
  - a. are located in Essential Energy’s network area and provide support to communities within our network area.
  - b. are a charity, not-for-profit/non-profit organisation, Non-Governmental Organisation (NGO) or community group/event.
- b) Groups are not eligible for the Program if they:

- a. are the sole responsibility of Local, State or Federal Government, however events or community projects run by committees on behalf of councils are welcome to nominate.
  - b. are funded year on year by state or federal government.
  - c. provide personal bank account details.
  - d. solely support political and/or religious organisations. For the avoidance of doubt, groups linked to religious or political groups but involved in philanthropic causes, such as a Church soup kitchen are permitted to enter as long as any funds secured are used solely for philanthropic activities.
  - e. are involved in any type of unlawful activity.
  - f. are involved in gambling, betting or gaming.
  - g. only support or benefit an individual or employee.
- c) Groups are not eligible for the program if, in the sole opinion of the Promoter, they:
- a. do not reflect Essential Energy's values.
  - b. pose a reputational risk to the Promoter.
  - c. feature alcohol as being intrinsic to the running of their activities.
  - d. are controversial or divisive.
  - e. present a safety risk to the community.
  - f. denigrate, exclude or offend minority community groups.
  - g. create environmental hazards.
  - h. do not reflect community standards.

#### 4. VOTING

- a) During the Voting Period, Votes can be submitted by an individual accessing the voting site (located on the Essential Energy website) via the Promoter's Web Page at [essentialenergy.com.au/choices](https://essentialenergy.com.au/choices).
- b) Only one Vote per group, per hour, per IP address can be submitted by each individual.
- c) Votes submitted for an Eligible Participant will be tallied against their zone within the Essential Energy Network area. Where a Group qualifies as a Small Community and elects to enter the Small Communities category, any Votes they receive will be simultaneously tallied against their Small Communities and/or Community Halls entry. Voting for a Small Communities and Community Halls categories does not occur separately.
- d) Votes are deemed made at the time each Vote is received by Stackla on its voting site. The Promoter and Stackla accept no responsibility for any late, lost or misdirected Votes due to technical disruptions, network congestion or for any other reason (whether or not after their receipt by the Promoter).
- e) The Promoter reserves the right to disqualify entries or suspend voting if it has reasonable grounds to suspect that fraudulent voting has occurred, if it considers there has been any attempt to rig the voting or if voting occurs outside of the programs Terms and Conditions Essential Energy has the right to substitute an alternative selection method at its absolute discretion.
- f) At the close of the Voting Period, all Votes will be totalled, and the Eligible Participants will be ranked in order of valid Votes received from highest to lowest ("validation period"). Following successful validation, the Funding will be allocated accordingly to eligible winners.

#### 5. SUCCESSFUL NOMINATIONS

- a) Successful and unsuccessful Groups will be notified via email once the Voting Period has closed and the validation period has been completed.
- b) Groups who have won the public vote will need to pass a final validation check verifying they meet the eligibility criteria set out in clause 3 above. Groups who do not meet the eligibility criteria may be withdrawn from the Program.

- c) Each Eligible Participant identified as a likely Winner at the time of voting close will be required to provide a PHOTOCOPY of either a deposit slip or bank account header (with financial details covered) showing the BSB, account name and account number for the Group.
- d) The Promoter may remove a Group from the Program at any time for a failure to meet the eligibility criteria set out in clause 3 above.
- e) The Promoter may remove a Group from the Program if they fail to provide their bank details by the requested date.
- f) If a group has been removed from the Program as a result of clause 5.d, they are ineligible to nominate for the next calendar year program but may reapply once 12 months has passed.
- g) Successful groups are requested to submit an online report advising the impact of the funding on the community, including how the funding has been spent. The details of the online report will be set out in the successful email.
- h) The Promoter may contact successful groups once funds are distributed for media purposes.

## 6. GENERAL

- a) The Promoter reserves the right to amend these Terms and Conditions at any time throughout the Promotion without notice.
- b) The Promoter may cancel the Promotion at any time for any reason and without notice.
- c) If, for any reason, the Promotion is not capable of being conducted as planned, the Promoter reserves the right to take such action it deems necessary in its sole discretion which without limiting the generality of the foregoing may include modifying, suspending, terminating or cancelling the Promotion.
- d) To the extent permissible by law, the Promoter excludes: (i) all warranties of any kind relating to these Terms and Conditions, whether implied, statutory or otherwise; and (ii) all implied terms of any kind relating to these Terms and Conditions, whether statutory or otherwise.
- e) Except for liability that cannot be excluded by law, the Promoter (including its officers, employees, and agents) excludes all liability for any personal injury; or loss and damage whatsoever (including loss of opportunity) whether direct, indirect, special or consequential whether in an action in contract, negligence or other tort, statute or otherwise, arising in any way out of or in connection with the Promotion of these Terms and Conditions.
- f) The Promoter reserves the right, in its sole discretion, to disqualify any individual who the Promoter has reason to believe has breached, or not fully complied with, any of these Terms and Conditions, tampered with or manipulated the entry or voting process, or engaged in any unlawful or other improper misconduct which may jeopardise the Promotion (including jeopardising the administration of the Promotion). The Promoter's legal rights to recover damages or other compensation from such an offender are reserved.
- g) All Nominations, information submitted as a part of the nomination and Votes become the property of the Promoter.
- h) The Promoter and Stackla reserve the right to keep all results confidential.
- i) The Promoter is bound by the Australian Privacy Principles ("APPs") in the *Privacy Act 1988* (Cth) and by submitting a Nomination or Vote in the Promotion, each individual is taken to consent to the Promoter's privacy policy which contains information, amongst other things, about how the individual may access personal information that is held by the Promoter about the individual and seek correction of such information. See [www.essentialenergy.com.au/privacy](http://www.essentialenergy.com.au/privacy) to access the Promoter's Privacy Policy.
- j) The Promotion and these Terms and Conditions are governed by the laws of New South Wales and each individual submits to the exclusive jurisdiction of the courts of that State.

## 7. DEFINITIONS

- a) **Eligible Participant** means those Participants who, at the close of the Nomination Period, are confirmed to meet the Promoter's eligibility criteria as set out in clause 3 and are listed on the voting site (located on the Essential Energy website) to receive Votes during the Voting Period.

- b) **Essential Energy Network area** means those regions within the 20 zones identified on the attached map.
- c) **Funding** means a total funding pool of \$250,000 to be allocated within the Essential Energy Network area as outlined below.

The regions within the 20 zones of the Essential Energy Network area will receive a portion of the total funding pool, being \$12500, to be allocated to the first five Eligible Participants for each zone ranked in order of valid Votes received from highest to lowest as follows:

- First funding allocation: \$5,000;
- Second funding allocation: \$3,500;
- Third funding allocation: \$2,750;
- Small Communities – one funding allocations of \$1,250 to be awarded to Eligible Participant in each zone, with the most valid Votes and who have elected to enter the Small Communities category.

Groups ranked as the top three Eligible Participants (by number of votes) and are allocated funding (within the 20 zones) are not eligible to also be allocated Small Communities funding. Groups can only receive one funding prize (they will be awarded the prize of the greatest dollar value depending on the number of votes received).

- d) **Stackla** means Stackla ABN 28 158 716 173 of Level 1, 71 Alexander Street, Crows Nest, NSW 2065 Australia, being the chosen funding partner who will support the operation of the Promotion by the Promoter
- e) **Group** means charity, registered not-for profit group or community group.
- f) **Nomination** means a nomination submitted during the Nomination Period for a Participant to be confirmed as an Eligible Participant. Nominations must be submitted online via the online nomination form on the Essential Energy website at– [www.essentialenergy.com.au/choices](http://www.essentialenergy.com.au/choices)
- g) **Nomination Period** means the period opening at 9am on Wednesday 31May 2023 and closing at 5pm on Monday 26 June 2023.
- h) **Participant** means charities, registered not-for-profit groups, community groups and community halls operating within sectors including, but not limited to education, arts, diversity, environment, health, and well-being who are located within the Essential Energy Network area.
- i) **Program** means the *Community Choices* Program run by the Promoter to provide funding opportunities to Eligible Participants across the Essential Energy Network area.
- j) **Promoter** means Essential Energy ABN 37 428 185 226 of 8 Buller Street, Port Macquarie NSW 2444.
- k) **Promoter's Web Page** means [www.essentialenergy.com.au/choices](http://www.essentialenergy.com.au/choices)
- l) **Small Communities** means Groups located in the Essential Energy Network area with a population less than 10,000 people.
- m) **Vote** means a vote submitted during the Voting Period for an Eligible Participant to have an opportunity to receive Funding. Votes must be submitted online via the voting platform at [www.essentialenergy.com.au/choices](http://www.essentialenergy.com.au/choices) and meet the program terms and conditions.
- n) **Voting Period** means the period opening at midday on Monday 3 July 2023 and closing at Monday 17 July at 5pm