

Essential Grants Program - Terms and Conditions

ESSENTIAL GRANTS PROGRAM

1. BACKGROUND AND OBJECTIVES

The Essential Grants Program ("Program") aims to 'spark change' by empowering regional communities to deliver projects that create measurable social impact, accelerate the transition to a sustainable future and strengthen climate resilience. Through the Program, Essential Energy is seeking to build lasting partnerships and support projects that make a meaningful and ongoing difference for people and the environment.

The Program has the following objectives:

- a. **Advance energy transition and climate resilience:** To enable Groups in the Essential Energy Network Area to deliver projects that align with the Program focus areas, being energy transition; and sustainability and climate adaptation.
- b. **Deliver social impact for vulnerable communities:** To fund projects that provide clear benefits for vulnerable populations, help to improve wellbeing, reduce energy hardship, and enhance community resilience.

2. APPLICATION OF THESE TERMS AND CONDITIONS

- a. These Terms and Conditions govern the processes in respect of participating in, and the application for and allocation of Grants under, the Program.
- b. An Applicant is deemed to have accepted, and be legally bound by, these Terms and Conditions by submitting an Application or being allocated a Grant by Essential Energy in respect of the Program (whichever occurs first).
- c. Essential Energy will run the Program in conjunction with Our Community Pty. Ltd to (subject to these Terms and Conditions) allocate Grants to Successful Applicants in the Essential Energy Network Area.

3. APPLICATIONS

- a. During the Application Period, an Application for a Grant in respect of the Program may be submitted online by an Applicant accessing a link to, and completing, the online grant application form via Essential Energy's Web Page. Applications will not be accepted by Essential Energy in any other form.
- b. Only one Application for a Grant in respect of the Program can be submitted per Applicant. Any Group forming part of an Applicant must not form part of another Applicant.
- c. An Applicant may apply for a Grant of no greater than \$15,000 for direct costs in respect of the proposed project in the Application, such as materials, equipment and installation costs ("Project Costs"). The Application amount must not include any amounts in respect of Ineligible Costs.
- d. An Application must include a quote to support the Project Costs. Essential Energy reserves the right to request an additional quote or information for any significant or particular Project Costs identified in the Application.
- e. By submitting an Application on behalf of an Applicant, an individual:
 - i. agrees to their contact details being shared by Essential Energy and the Group (or a member of the Group) on behalf of which they have submitted the Application;
 - ii. represents and warrants that they have obtained consent and/or have the approval and authority of the Applicant to use any content, imagery or photography submitted in the Application, that

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Essential Energy may use the content, imagery or photography submitted for the purposes of marketing and promoting the Program, and that such content, imagery or photography does not infringe any third party's rights, including intellectual property rights; and

- iii. agree to indemnify (and keep indemnified) Essential Energy against any losses resulting from a breach of the warranty at clause 3eii above.
- f. An Application is deemed made by an Applicant at the time the Applicant's Application is received by Essential Energy on its database (via the SmartyGrants platform). Essential Energy and Our Community Pty. Ltd. accept no responsibility for any late, lost or misdirected Applications due to technical disruptions, network congestion or for any other reason and which occur at any time.

4. ELIGIBILITY CRITERIA

- a. Subject to clauses 4b and 4c, to be eligible for the Program and a Grant, an Applicant must:
 - i. be located in the Essential Energy Network Area and provide support to a community within that area;
 - ii. be a Group. An Applicant can comprise of more than one Group; and
 - iii. submit a complete Application which (i) demonstrates the lasting and tangible benefit to the community of the proposed project and how that program meets or facilitates the Program Objectives and (ii) otherwise complies with these Terms and Conditions.
- b. Applicants are not eligible for the Program or to be allocated a Grant if they:
 - i. have been formed or are wholly funded by or are the primary responsibility of Local, State or Federal Government, however community projects run by committees on behalf of Local Government are welcome to apply;
 - ii. are funded year-on-year by State or Federal Government, such as public schools, public hospitals or the Rural Fire Service;
 - iii. are, or include, a Governance Team Member;
 - iv. provide personal bank account details;
 - v. solely support political and/or religious organisations. For the avoidance of doubt, Applicants linked to religious or political groups but involved in philanthropic causes, such as a 'church soup kitchen' are permitted to submit an Application provided any funds secured through the Program are used solely for philanthropic activities;
 - vi. are involved in any type of unlawful activity;
 - vii. are involved in gambling, betting, or gaming;
 - viii. have previously received a Grant from Essential Energy in relation to the Program; or
 - ix. only support or benefit an individual or employee.
- c. Applicants are not eligible for the Program if, in the sole opinion of Essential Energy, they:
 - i. do not reflect Essential Energy's values;
 - ii. pose a reputational risk to Essential Energy;
 - iii. feature alcohol as being intrinsic to the running of their activities;
 - iv. are controversial or divisive;
 - v. present a safety risk to the community;
 - vi. denigrate, exclude or offend minority community groups;
 - vii. create environmental hazards; or

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viii. do not reflect community standards.

5. APPLICATION ASSESSMENT

- a. During the Review Period, Essential Energy:
 - i. will assess each Application, including to confirm eligibility for the Program; and
 - ii. may, in Essential Energy's absolute discretion, allocate Grants to Successful Applicants.
- b. Essential Energy's assessment of each Application to select Successful Applicants will consider factors including:
 - i. the overall benefit to the community and/or the environment;
 - ii. the location of the proposed project within the Essential Energy Network Area;
 - iii. whether the proposed project is feasible and capable of being completed within the Grant Period;
 - iv. the suitability of the Applicant to deliver the proposed project;
 - v. any risks associated with the Application and the project; and
 - vi. the alignment of the Application to the Program Objectives.

6. SUCCESSFUL APPLICATIONS

- a. Essential Energy will use its best endeavours to notify Applicants via email of the outcome of their Application on or prior to the expiry of the Review Period.
- b. To receive a Grant, Successful Applicants must promptly enter into a Grant Agreement with Essential Energy. This is an essential condition of a Successful Applicant receiving a Grant.
- c. Successful Applicants will need to pass a final validation check to ensure that they meet the eligibility criteria set out in clause 4 above.
- d. Each Successful Applicant 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 Successful Applicant.
- e. Essential Energy may remove a Successful Applicant from the Program (and withdraw a Grant) at any time if:
 - i. Essential Energy determines that the Successful Applicant has failed to meet the eligibility criteria set out in these Terms and Conditions; or
 - ii. the Successful Applicant fails to provide their bank details or the signed Grant Agreement to Essential Energy by the requested date.
- f. If a Successful Applicant has been removed from the Program as a result of clause 6ei, they are ineligible to make another Application for a period of 12 months following their removal, but may reapply once that 12 month period has passed.
- g. Successful Applicants must submit an online end-of-project report within 6 months of receiving a Grant detailing the impact of the Grant on the relevant community and/or the overall impact of the project, including photos/videos of the project, and explaining how the Grant has been spent and how the Program Objectives have been met or facilitated.
- h. Essential Energy may contact Successful Applicants for media purposes and request verbal quotes (spoken statements) and digital materials, such as photographs and videos for use in media and promotional activities. Essential Energy reserves the right to prepare and distribute media content, including digital components such as photographs and videos, for each project allocated funding

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through the Essential Grants Program, and the Applicant must do all that is necessary to procure and grant Essential Energy the rights (including intellectual property rights) to do the foregoing.

7. GENERAL

- a. Essential Energy reserves the right to amend these Terms and Conditions at any time by publishing amended Terms and Conditions to Essential Energy's Web Page.
- b. Essential Energy may cancel the Program at any time for any reason and without notice. Essential Energy may cease to provide Grants in respect of the Program when the Total Funding Pool has been met.
- c. If, for any reason, the Program is not capable of being conducted as planned, Essential Energy reserves the right to take such action it deems necessary in its sole discretion, which may include modifying, suspending, terminating or cancelling the Program or reducing the amount of the Total Funding Pool or any Grant.
- d. To the extent permissible by law (and without modifying, restricting or excluding any warranty, guarantee or right that cannot be excluded at law), Essential Energy 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 at law, Essential Energy (including its officers, employees, and agents) excludes all liability for any personal injury, or any 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 Program, any Grant or these Terms and Conditions.
- f. Essential Energy reserves the right, in its sole discretion and at any time, to exclude any Applicant (including a Successful Applicant) from the Program who Essential Energy has reason to believe has breached, or not fully complied with, any of these Terms and Conditions, made a misrepresentation in the course of the Application process, or engaged in any unlawful or other improper misconduct which may jeopardise the Program (including jeopardising the administration or reputation of the Program). Essential Energy's legal rights to recover damages or other compensation from such Applicant are reserved.
- g. All information submitted in connection with the processes set out in these Terms and Conditions, including in an Application, become the property of Essential Energy.
- h. Essential Energy and Our Community Pty. Ltd. reserve the right to keep the outcome of an Application and associated assessment methodology confidential.
- i. Essential Energy is bound by the Australian Privacy Principles ("APPs") in the *Privacy Act 1988* (Cth). By submitting an Application, an Applicant is deemed to consent to Essential Energy's privacy policy which contains information, amongst other things, about how an Applicant's personal information (if collected by Essential Energy) will be managed and how an Applicant may access such personal information and seek the correction of any such information. See www.essentialenergy.com.au/privacy to access Essential Energy's privacy policy.
- j. The Program and these Terms and Conditions are governed by the laws of the State of New South Wales, and an Applicant submits to the exclusive jurisdiction of the courts of that State and any courts competent to hear appeals therefrom in relation to any dispute arising in connection with these Terms or Conditions.
- k. In these Terms and Conditions, a reference to \$ or a monetary sum is to Australian currency, headings are for convenience only, and a reference to "includes" or like words are not words of limitation.

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8. DEFINITIONS

- a. **Applicant** means a Group that submits an Application during the Application Period, and which must meet the eligibility criteria specified in these Terms and Conditions.
- b. **Application** means an application submitted by an Applicant during the Application Period for a Grant in respect of the Program. Applications must be submitted online via the online application form on Essential Energy's Web Page.
- c. **Application Period** means the period opening on Monday, 2 February 2026 and closing at 5pm on Tuesday, 31 March 2026
- d. **Essential Energy** means Essential Energy ABN 37 428 185 226 of 8 Buller Street, Port Macquarie NSW 2444.
- e. **Essential Energy Network Area** means those regions within the 10 zones identified on the attached map: https://engage.essentialenergy.com.au/operational_areas.
- f. **Essential Energy's Web Page** means <https://www.essentialenergy.com.au/about-us/community-support/Essential-Grants>.
- g. **Our Community Pty. Ltd. / SmartyGrants** ABN 24 094 608 705 of 552 Victoria Street, North Melbourne VIC 3051 Australia, being Essential Energy's chosen funding partner who will support the operation of the Program and the administration of any Grants.
- h. **Grant** means an amount, determined in Essential Energy's sole discretion, of up to 10% of the Total Funding Pool, and which is allocated to the relevant Successful Applicant for its project (as stated in the relevant Application) to meet or facilitate the Program Objectives.
- i. **Grant Agreement** means a legally binding agreement between Essential Energy and a Successful Applicant specifying the terms on which Essential Energy agrees to provide the Grant to the Applicant (and which is in the form and on terms provided by Essential Energy).
- j. **Governance Team Member** means any Essential Energy employee involved in the governance of the Program, including the following Essential Energy employees: Senior Stakeholder and Grant Bid Specialist, Senior Sustainability Specialist, Head of Sustainability, Chief Customer and Corporate Affairs Officer, Community Relations Managers, Community Relations Advisors, Operations Managers, Head of Stakeholder Engagement, and Members of the Essential Communities Committee.
- k. **Group** means a charity, a not-for-profit or non-profit organisation, or a community group.
- l. **Ineligible Costs** includes overhead costs, such as rent or utilities, or any costs that comprise general maintenance or business administrative expenses (e.g. wages for staff to undertake activities that are not directly linked to a Successful Applicant's Application).
- m. **Program** means the *Essential Grants Program* run by Essential Energy to provide Grants to Successful Applicants across the Essential Energy Network Area to meet or facilitate the Program Objectives.
- n. **Program Objectives** means the objectives specified in clause 1 of these Terms and Conditions.
- o. **Review Period** means a period of approximately 6 weeks, commencing the expiry of the Application Period.
- p. **Successful Applicant** means an Applicant who is confirmed to meet, and whose Application meets, the Program eligibility criteria set out in these Terms and Conditions, including clause 4, and is selected by Essential Energy in accordance with clauses 5 and 6 to receive a Grant in respect of the Program.
- q. **Total Funding Pool** means A\$150,000.