

## **Terms and Conditions P&N Bank Empowerment Grants™ – Empowering Communities (Grants for not-for-profit organisations)**

### **P&N Bank Empowerment Grants™ and these terms and conditions**

1. P&N Bank Empowerment Grants™ – Empowering Communities (Grants for not-for-profit organisations) (**Program**) is operated by Police & Nurses Limited, ABN 69 087 651 876, Level 6, 556 Wellington Street, Perth, WA 6000 (**P&N Bank**).
2. Submitting a nomination, casting a vote or accepting a contribution under the Program constitutes acceptance of these terms and conditions.

### **Nominating not-for-profit organisation to participate in the Program**

3. A person (**Applicant**) may nominate a not-for-profit organisation (**Nominee**) to participate in the Program by completing the nomination form on the Program webpage/s or as otherwise directed by P&N Bank.
4. A different nomination form may be applicable depending on whether the Applicant is associated with the Nominee (by, for example, being an employee, officer, or authorised representative of the Nominee) or not.
5. Nominations can be made by current customers of P&N Bank, including staff, who have been members for at least 6 months at the time of making the nomination. P&N Bank, in its discretion, may also invite not-for-profit organisations to self-nominate.
6. Customers of P&N Bank eligible to make a nomination may only make one nomination per calendar year.
7. Nominees must:
  - a. be registered with the Australian Charities and Not-for-profits Commission (**ACNC**), operate primarily in Australia, and endorsed as a Deductible Gift Recipient (**DGR**); and
  - b. not make a profit that benefits an individual.
8. As part of making a nomination the Applicant will be requested to provide information about the Nominee, which may include photographs of its activities.  
The Applicant:
  - a. confirms that they are authorised to provide any information requested for the purpose of P&N Bank operating the Program;
  - b. confirms they have obtained all necessary consents and approvals from the Nominee and any individuals identifiable in any photos provided; and
  - c. consents to information and any photographs provided in the nomination being published on the P&N Bank website (including the Program webpage/s) and P&N Bank social media accounts as part of the Program.
9. P&N Bank may contact a Nominee to confirm information provided by an Applicant or to obtain additional information in support of considering the Nominee's participation in the Program.

### **P&Ns selection of Featured Nominees for the Program**

10. Generally, in each funding round P&N Bank will select three Nominees, as reasonably determined by P&N Bank (**Featured Nominees**), and feature them on the Program webpage/s, where P&N Bank customers and staff can vote for their preferred Featured Nominees to receive cash contributions from P&N Bank.
11. P&N Bank reserves the right to select more or less than three Nominees in any funding round.
12. As a condition of a Nominee being selected as a Featured Nominee, the Nominee's activities and areas of focus must fall within the areas of focus outlined on the Program webpage/s and website nomination forms. P&N Bank reserves the right to alter the Program's areas of focus in its reasonable discretion.
13. P&N Bank will contact Featured Nominees only. P&N Bank will not otherwise contact Nominees or Applicants with updates or outcomes on nominations.
14. Featured Nominees may inform their staff, members, and the people in the communities within which they operate that they are Featured Nominee and direct people to Program webpage/s, including for the purpose of voting. Featured Nominees must not, without the prior written approval of P&N Bank, use any trademarks of P&N Bank or represent any endorsement by or special relationship with P&N Bank.

#### **Voting for Featured Nominees**

15. P&N Bank customers, including staff, will be able to will be able to vote for their preferred Featured Nominee on the Program webpage/s.
16. Voting will be open for set voting period as set out on the Program webpage/s
17. P&N Bank may, in its discretion and acting reasonably, close, suspend, shorten, or extend the voting period. P&N Bank will provide reasonable notice of any change to the voting period on the Program webpage/s, unless making a change without notice is necessary to protect P&N Bank's legitimate business interests.

#### **Awarding Contributions to Featured Nominees**

18. Generally, in each funding round, P&N Bank will award contributions as follows; \$15,000 to the Featured Nominee with the most customer votes. \$10,000 to the Featured Nominee with the second highest number of customer votes. \$5,000 to the Featured Nominee with the third highest number of customer votes.
19. P&N Bank reserves the right to change the number or value of contributions awarded in any funding round, including if there are more or less than three Featured Nominees.
20. P&N Bank will notify Featured Nominees of any proposed contribution they are to be awarded within five business days of the end of customer voting.
21. P&N Bank may, in its discretion and acting reasonable, cancel or vary any contribution or award contributions on a basis other than the result of customer voting. Reasons for doing this may include if a Featured Nominee materially changes its operations, ceases to maintain its ACNC registration or DGR endorsement, or has engaged in conduct that may, in the reasonable opinion of P&N Bank, bring P&N Bank or the Program into disrepute, scandal or ridicule.

22. Prior to P&N Bank making a contribution to a Featured Nominee:
  - a. P&N Bank will require the Featured Nominee to specify a bank account to receive a transfer of the continuation, which must be in the name of the Featured Nominee;
  - b. P&N Bank will require the Featured Nominee to confirm its ongoing operation and current ACNC registration and DGR endorsement; and
  - c. the Featured Nominee must, to P&N Banks reasonable satisfaction, show that it meets the requirements in these terms and conditions.
23. If a Featured Nominee does not meet the requirements in these terms and conditions to receive a contribution within three months of being notified by P&N Bank of any proposed contribution, the contribution will be cancelled.
24. Featured Nominees agree to participate and cooperate as required in all promotional activities relating to the contribution, including but not limited to being interviewed and photographed. Featured Nominees (and their representatives) grant P&N Bank a perpetual and non-exclusive licence to use such footage and photographs in all media worldwide, including online social networking sites, and the Featured Nominee (and their representatives) will not be entitled to any fee for such use.
25. Contributions provided to Featured Nominee must:
  - a. not be used for hazardous, dangerous or illegal activities, gambling, or to cause harm to the community or any people or animals;
  - b. not be used for fundraising or as donations to another charitable organisation;
  - c. not financially benefit the Applicant;
  - d. benefit Australian-based initiatives; and
  - e. be used for the purpose as stated on the nomination form unless otherwise agreed with P&N Bank.

## **General**

26. P&N Bank's decision in relation to any selection of Featured Nominees and awarding of contributions is final. No correspondence will be entered into.
27. P&N Bank is not liable for any losses, injury or damage that may occur directly or indirectly to any persons due to participation or involvement in the Program as an Applicant, Nominee, Featured Nominee or person casting a vote, including in connection with any decision to grant or not grant a contribution and any use of a contribution by a Featured Nominee, except to the extent that loss is caused by P&N Bank's fraud, negligence or wilful misconduct (including that of its officers, employees, contractors or agents).
28. All contribution-related expenses, including without limitation any taxes payable by the Featured Nominee on the contribution, shall be the sole responsibility of the Featured Nominee.
29. The [P&N Bank Privacy Policy](#) contains information about how Applicants and Nominees may access and seek correction of personal information held by P&N Bank and make a complaint about a breach of privacy rights, and how P&N Bank deals with complaints.

30. P&N Bank reserves the right to:

- a. end the Program without notice; and
- b. amend these terms and conditions at any time, but it will only do so to protect its legitimate business interests, and only to the extent that it is reasonably required to do this.