1. About the Calor Community Fund

Here at Calor, we would like to give a little something back, by offering rural off-grid communities the chance to gain funding through the Calor Rural Community Fund (the "**Fund**"), for projects that will improve life within the local community. We'll be providing projects with the platform to generate support through crowdfunding in order to raise as many donations as they can. In addition, there will be the chance to win a part of Calor's £85,000 funding pot. In 2021 applications which meet the eligibility criteria set out in section 4 (the "**Eligibility Criteria**") and with a value from £1,000 up to £10,000 will be able to apply for a funding grant of between £1,000 and £5,000 to support their chosen project. Projects supported by the Fund may include, for example, adult learning classes, new furniture for the village hall, or providing new equipment for youth clubs and other similar groups.

2. The Promoter

The promoter of the Fund is Calor Gas Limited (the "**Promoter**"), registered in England and Wales under company number 303703, with its registered office at Athena House, Athena Drive, Tachbrook Park, Warwick, Warwickshire, CV34 6RL.

3. Crowdfunder

The Promotor is working with Crowdfunder Limited ("**Crowdfunder**") for the Fund in 2021 to administer elements of the Promoter's website at <u>communityfund.calor.co.uk</u> (the "**Website**"). All applicants to the Fund will be required to set up a Crowdfunder "Stripe" account and will then be given the opportunity to collect funds for their project through Crowdfunding. Whilst all applicants must hold a Crowdfunder account, the opportunity to collect funds through Crowdfunding is optional. Crowdfunder fundraising activities are separate to any application to the Fund and will have no impact on applications, shortlisting, promotion, awards made or otherwise. However, any pledges made on projects through Crowdfunding during the Supporting Period (as defined in section 4) will contribute towards a project Engagement Score (as defined in section 7).

If an applicant chooses to raise funds through Crowdfunding, they will be able to do this on their project page on the Crowdfunder website. Crowdfunder is separate and entirely independent to the Promoter and the Promotor shall have no liability in connection with the use of the Crowdfunder website or platform. Use of the Crowdfunder website and platform will be governed by the Crowdfunder terms and conditions and applicants using the same must agree to be bound by the Crowdfunder terms and conditions.

The Promoter is the data controller for personal data processed for the purpose of the Fund and is subject to the General Data Protection Regulation (**'GDPR'**) and the Data Protection Act 2018. The Promoter's full Privacy Statement can be found at <u>www.calor.co.uk/privacy</u>. The data is also controlled by Crowdfunder, whose Privacy Policy can be found at <u>https://www.crowdfunder.co.uk/privacy-policy</u>.

4. Applications for a grant

Applications to receive a grant for a project will start on 10th March 2021. The closing date for entries will be 6th May 2021. Entrants must register their details via the Website. Applications received after the closing date will not be accepted.

Applications for funding are divided into three categories: £1,000, £2,500 and £5,000 and winners from each category are carefully selected following a four-stage process:

(1) Applications: organisations must first submit a proposal application via the Website and also set up a Crowdfunder "Stripe" account with Crowdfunder. Applications will be screened by the Promoter and Crowdfunder to check that they meet the Eligibility Criteria;

(2) Supporting Period: project applications that meet the Eligibility Criteria will then go live on the Website from 9th June 2021 and the general public will then have the opportunity from 9th June until 7th July 2021 (the "**Supporting Period**") to "support" a project; by way of liking, sharing and/or pledging money for any application(s) that they would like to see win a grant (in accordance with section 7, applications with the highest Engagement Score (as defined in section 7) in each grant category at the end of the Supporting Period will then be put forward to be shortlisted as finalists);

(3) Further approval of shortlisted finalists: the Promoter will then have final approval of the shortlisted finalists; the Promoter and Crowdfunder will undertake further due diligence on all shortlisted projects and may request further evidence of compliance with the Eligibility Criteria, and projects will only be confirmed as finalists once the due diligence checks have taken place and been successfully completed. Failure to complete and return any requests for due diligence information to the Promoter or Crowdfunder may result in an application being removed from the shortlist of finalists. Those applications that are selected as official finalists will go forward to the judging process in stage 4;

(4) Judging and announcement of winners: the ultimate winners from each grant category will be selected from the selected official finalists by an independent panel of judges, who will assess each project and score them based on the criteria set out in section 9 and winners will be announced as set out in section 10.

Where a project reaches its initial funding target from the Crowdfunding route (community pledges), the relevant applicant will be requested to justify to the Promoter any requirement for any further funding from the Fund and to provide a description of what additional funds would be used for. The Promoter reserves the right to assess any such justification and requests for funding on a case by case basis.

All submitted applications shall be subject to the Eligibility Criteria and approval by the Promoter at its sole discretion and grants for funding will be made as set out in section 6.

5. Eligibility Criteria

Funds are available for projects benefitting communities in rural England, Scotland and Wales in an off-grid location. For the purposes of this clause, 'off-grid location' shall mean any location that is not connected to a mains or natural gas grid and uses an alternative energy source including, but not limited to, liquefied petroleum gas ("LPG"), oil, electric, bio-mass or solid fuel.

Individuals over the age of 18 years are invited to make an application on behalf of an organisation which:

- is located off the mains gas grid and is not connected to mains gas
- is within a community where its main energy source is not mains gas
- is a not-for-profit organisation;
- is seeking an amount of funding from the Promoter which will make up at least 50% of the total cost the organisation is spending on their project;
- exists for the long term benefit of the wider community and not the individual or one-off events;
- operates on a non-discriminatory basis (i.e. not to discriminate on the basis of gender, race, religion, sexual orientation, or any other basis prohibited by law, as determined by the sole discretion of the Promoter);
- is non-political and does not support political interests (as determined by the Promoter); and
- can supply to the reasonable satisfaction of the Promoter, responses to the due diligence questionnaire referred to below.

The due diligence questionnaire will consist of questions: about the project (name, category applying for, contact details of project lead etc.); about the organisation applying for the fund (address details, contact information, organisation's bank details etc.); and additional information about the project (projects' connection with charity commissions, safeguarding policy information etc.).

Every application submitted will be checked against the Eligibility Criteria listed above. An internal group of stakeholders from the Promoter and Crowdfunder will assess each entry against the Eligibility Criteria and if a project does not meet the criteria, the project will not be permitted to enter the Calor Rural Community Fund, but could still utilise the Crowdfunder platform to raise money from the public.

In addition to the above requirements, applicants must make their submission for funding in English and the project nominated for funding must:

- be capable of completion within 12 months of the date of the grant if successful;
- be carried out in Great Britain for the benefit of an off-grid rural community in England, Scotland or Wales;
- if relating to the provision of alternative energy/heating solutions, not be for an energy/heating source other than LPG;
- not be dedicated to raising funds for employment expenses (salary and overhead costs etc.);
- not contain offensive, obscene or sexually suggestive material, propaganda, potentially misleading information, or defamatory or disparaging material about other people or companies, or endorse any form of hate, hate group or terrorist activity; and
- have a clear deliverable long term objective.

6. Funding grants

There will be three funding grant categories which are £5,000, £2,500 and £1,000.

Each application must indicate on the application form which level of funding grant that it is seeking. Following submission of the application form, applications may not be able to be amended.

The sums granted are fixed and the Promoter shall not be liable for any further funding if the project exceeds the amount that has been granted.

There is no alternative grant and each of the grants given are non-transferrable. The winning organisations are responsible for all applicable taxes and any expenditure in excess of the sum granted.

Any grant awarded by the Promoter must not be used for anything other than the purpose stated in the organisation's application to the Fund.

The Promoter reserves the right to demand repayment of any sums awarded if any sum is used for a purpose other than the purpose stated in the application.

7. Supporting Period and Engagement Score

Once applications have been approved by the Promoter in accordance with the Eligibility Criteria, details of the organisation and its application for funding will be published on the Website in preparation for the Supporting Period. To be eligible to support projects, applicants must first register on the Website and be subject to the Promoter's user programme engagement rules ("User Rules") set out on the Website.

Each user who has registered on the Website (the "**User**"), will be able to support a project(s) (e.g. like, share and/or pledge) during the Supporting Period. Every like and share on a project will be worth one point each, and every pledge will be worth ten points (the "**Engagement Score**"). Only pledges and social shares directly from the Crowdfunding page will be included in the scoring. Pledges and shares from social pages or other sources will not be included in the final engagement measurement. There is no limit to the number of projects any one user can support but each User may only support each project once. Applications with the highest Engagement Score in each grant category at the end of the Supporting Period will be shortlisted as finalists.

The Promoter reserves the right to remove any supporting engagements (likes, shares or pledges) on a project if it suspects them of being fraudulent.

8. The Finalists

All shortlisted finalists will be subject to further review and approval by the Promoter before being published as official finalists, and the Promoter will contact each approved official finalist by email to let them know whether they've made it through to the final stage.

The announcement of the official finalists will be listed on the Website on 28th 2021. Entries which do not appear on the list of finalists, will be deemed unsuccessful and will not progress any further.

For the \pounds 1,000 grant category, the 10 entries that receive the highest Engagement Score during the Supporting Period, shall be shortlisted as official finalists.

For the $\pm 2,500$ grant category, the 10 entries that have received the highest Engagement Score at the end of the Supporting Period, shall be shortlisted as official finalists.

For the £5,000 grant category, the 22 entries that have received the highest Engagement Score at the end of the Supporting Period, shall be shortlisted as official finalists.

All shortlisted official finalists must set up a MangoPay account with Crowdfunder on or before 30th September 2021 and before they are able to receive any grant to which they may be entitled from the Fund. Failure to set up a MangoPay account will mean that the official finalist will not be able to receive any grant from the Fund.

9. The judging process

Judging will begin on 4th August 2021 and each grant shall be judged by a panel of representatives who are independent of the Promoter. The judges will score each official finalist's application based on each of the following criteria:

40% Impact - Impact

Judges will consider the potential impact of the project on the local community:

- How urgent is the need in the community?
- How many people will be impacted by this project?
- Is the idea appealing to a broad cross-section of the community?

35% Sustainability – Project sustainability

Judges will look at how long the project will last and how long it will benefit the community for. They will also consider how sustainable the project will be once it is launched:

- How long will the project's impact last in the community?
- Does the project only need funding from the Calor Rural Community Fund, or does it also require funding from alternative sources?
- Does this project have clear volunteer support?
- How likely is the project to achieve its goals?

15% Submission - Submission

Judges will review the entry itself and how well it explained the project:

- How much effort has gone into preparing the entry and supporting information?
- How well considered and clearly explained is the entry?

10% Originality - Originality

Judges will consider how original the project is compared to the other projects submitted for funding.

The scores from each of the criteria above shall be added together to create an overall weighted average score for each of the entries. The entries with the highest overall scores shall be made the winners.

From the selected official finalists for each category, eleven projects shall be chosen as winners from the £5,000 category, six projects from the £2,500 category and five projects from the £1,000 category. A sum of £500 will also be given to each of the twenty official finalists who are assessed by the Rural Community Fund's judges but not selected as winners of the Rural Community Fund.

Choice of winners is entirely at the discretion of the Judges and the Judges' decision shall be final.

10. Announcement of winners

The winners shall be notified on 11th August 2021 of their grants and will be contacted using the details recorded on the application form.

If, following notification, the Promoter receives no response from the winner within 14 days, the Promoter shall withdraw that particular application and instead grant it to the application with the next highest overall Engagement Score.

If, following notification, it is subsequently discovered that an application fails to meet the Eligibility Criteria, the Promoter may, at its discretion, elect to withdraw the offer of payment of any grant in respect of that application or, where any grant has already been paid, require repayment of that grant to the Promoter in full.

11. Publicity

Applicants to the Fund agree that the Promoter may publicise details of the applicant organisation and its project in relation to the Fund.

Notwithstanding the paragraph above, the applicant organisation shall nominate an individual to act on its behalf in relation to publicising the award and details of the project for which the grant is being provided, and the organisation shall provide details of the nominated individual to the Promoter. Each applicant to the Fund warrants and represents that: it is authorised and entitled to use any names, imagery or other promotional material provided to the Promoter; is able to grant the Promoter the rights to use such materials in connection with the Fund; and that the nominated individual has given consent to the use of their information on the Website. The Promoter reserves the right to use any such materials and imagery published alongside the application to promote the Fund.

Permission to use photography and videography:

Applicants providing photographic imagery and videography in relation to their applications warrant and represent that: they own all rights in such photographic imagery and videography; are able to grant the Promoter the rights to use such imagery in connection with the Fund; and that wherever a person or people is/are featured in such photographs or videos, the applicant has obtained all necessary consents from all such persons to the use of their

imagery in publicity and marketing materials relating to the Fund (including, without limitation, parental consent to the use of any image of a person under 13 years of age).

12. General

The Promoter does not accept liability for any costs, expenses, losses, damages, liabilities, injury or disappointment (except for the grant specifically provided for by the Fund) including, any loss of profit, business, revenue or any other anticipated savings whether special, indirect, direct or consequential suffered by any applicant or organisation in connection with the Fund.

Nothing in these terms and conditions will limit the Promoter's liability for death or personal injury caused by its negligence or for fraud.

The Promoter reserves the right to amend these terms and conditions at any time without notice if, in the Promoter's opinion, events or circumstances occur outside of its control. No correspondence will be entered into.

In the event of any dispute regarding the administration of the Fund or the award of any grant, the decision of the Promoter shall be final.

These terms and conditions of this promotion shall be governed by and construed in accordance with English law and any disputes shall be subject to the exclusive jurisdiction of the English Courts.