



New Energy Fund Terms & Conditions

The MainPower New Energy Fund (hereinafter referred to as "**the Fund**") has been established as part of MainPower's commitment to promote cleaner, decentralised, and digitally enabled energy systems in its communities (hereinafter referred to as New Energy). This contestable fund supports projects that help promote energy efficiency within Kainga/Scotts Valley, Waimakariri, Hurunui, and Kaikōura.

Please read these Terms carefully. By applying for the Fund, the Applicant agrees that these Terms will govern the Applicant's application for the Fund, and if successful, the granting of the Fund to the Applicant.

1. PURPOSE

- 1.1 **Purpose of Fund:** The Fund is a contestable resource designed to support Projects that aim to promote New Energy within Kainga/Scotts Valley, Waimakariri, Hurunui, and/or Kaikōura.
- 1.2 **Objectives:** By supporting community-driven New Energy efforts, MainPower aims to:
- (a) enhance the local adoption cleaner, decentralised, and digitally enabled energy systems;
 - (b) support projects that provide long-term community benefits; and
 - (c) position MainPower as a leader in energy transition.

2. SCOPE

- 2.1 **Annual Funding allocation:** MainPower shall allocate an annual amount of \$100,000, to be distributed once per year.
- 2.2 **Grant Size:** Individual applications for the Fund may request an amount up to \$100,000.
- 2.3 **Project Location:** Projects eligible for the Fund must be implemented within the regions of Kainga/Scotts Valley, Waimakariri, Hurunui, and/or Kaikōura.
- 2.4 **Spending Deadline:** All allocated amounts of the Fund must be expended by 31 March of the following financial year.

3. ELIGIBILITY

- 3.1 **Applicant Eligibility:** To qualify for the Fund, the Applicant must satisfy the following criteria:
- (a) be a not-for-profit organisation, charity, community group, or other entity (which, for the avoidance of doubt, includes a commercial entity), that demonstrates a direct community benefit to the Kainga/Scotts Valley, Waimakariri, Hurunui and/or Kaikōura communities;
 - (b) align with MainPower's organisational values;
 - (c) provide measurable long-term benefits to the community;
 - (d) be available to meet with MainPower's judging panel; and

- (e) have strong governance structures and performance measures to track the impact of the Fund on the Project.

3.2 **Excluded Projects:** MainPower will not consider the following types of Projects for the Fund:

- (a) retrospective applications, including Projects already completed or costs committed before the application;
- (b) Projects that are or are likely to be highly divisive in MainPower's sole opinion;
- (c) Projects that lack community involvement or support in MainPower's sole opinion;
- (d) funding for land purchases;
- (e) debt repayment or refinancing of existing debt;
- (f) any activities or Projects that could be considered harmful to the environment, that may contribute to climate change, or have significant carbon emissions;
- (g) Projects aligned with political parties; and/or
- (h) Projects aligned with religious groups or organisations.

3.3 **Project Examples:** Examples of Projects that may be considered for the Fund include:

- (a) electric Vehicle (EV) Projects;
- (b) electrification Projects, such as converting diesel/gas boilers to electric alternatives;
- (c) renewable energy Projects, including solar and wind Projects; and
- (d) new technology adoption, such as community batteries or storage solutions.

3.4 **Non-Exclusivity:** For the avoidance of doubt, the rights granted to MainPower under these Terms shall not restrict MainPower from entering into any other sponsorship funding arrangements with third parties.

3.5 **Amendment of Eligibility Criteria:** MainPower reserves the right to amend the eligibility criteria for the Fund at any time, at its sole discretion. Any such amendments will be communicated to Applicants through appropriate channels.

4. APPLICATION

- 4.1 **Process:** For each year that MainPower elects to offer the Fund, the Applicant acknowledges and agrees to the following application process:
- (a) applications open: 01 April;
 - (b) applications close: 30 June;
 - (c) the Applicant must complete and submit MainPower's application form;
 - (d) the Applicant must provide a detailed budget breakdown and explain how the Fund will be used towards its Project;
 - (e) late applications may not be accepted by MainPower;
 - (f) Applicants will be shortlisted by MainPower's evaluation panel;
 - (g) shortlisted Applicants, if required by MainPower, must present their Project to MainPower's judging panel and answer questions about the Project;
 - (h) MainPower's judging panel, comprising MainPower's CEO, General Manager, and governance representatives, will make the final funding decision;
 - (i) MainPower's evaluation and/or judging panel reserves the right to request additional information or clarification from the Applicant; and
 - (j) Within 14 days of the judging panel's final funding decision, Applicants will be notified by email if the application has been successful, and funding will be distributed accordingly.
- 4.2 **Decision Final:** The judging panel's decision is final. The Applicant must not contest, dispute, or request additional information regarding any decision of the judging panel.
- 5. FUND DISBURSEMENT AND USE OF FUND**
- 5.1 **Disbursement of Funds:** Funds will be disbursed to successful Applicants within eight weeks of final approvals.
- 5.2 **Invoicing:** Successful Applicants must invoice MainPower by 31 March of the following financial year. All applications must be GST inclusive.
- 5.3 **Return of Unused Funds:** MainPower reserves the right to request the return of any unspent portions of the Fund granted to Applicants if these amounts are not utilised within the required timeframe.
- 5.4 **Use of Funds:** The Fund must be used solely for the purposes outlined in the application. Any deviation from the Project plan set out in the application must be communicated to, and approved by, MainPower.
- 5.5 **Tax:** The applicant must pay all transaction taxes (such as GST or similar goods or services taxes) applicable to the Fund. The Applicant is responsible for the proper accounting treatment of the Fund.
- 5.6 **Costs:** Unless otherwise agreed, each party shall bear its own costs associated with fulfilling its obligations under these Terms, provided however all expenses for signage, advertising, and promotional activities related to the Fund, as required by MainPower under these Terms, shall be covered by MainPower unless otherwise agreed. The installation of signage, however, will be at the cost and responsibility of the Applicant.
- 5.7 **Audit Rights:** MainPower reserves the right to audit the Applicant's use of the Fund to ensure compliance with these Terms.
- 5.8 **Amendment of funding:** All decisions regarding the allocation of funding shall be made at the sole discretion of MainPower. This includes the determination of funding amounts, the selection of recipients, and the timing of disbursements. MainPower reserves the right to modify, suspend, or terminate funding allocations at any time, without prior notice or approval from any other party.
- 6. ACCOUNTABILITY AND REPORTING OBLIGATIONS**
- 6.1 **Project Report:** Successful Applicants must provide a written report summarising Project outcomes at the conclusion of the Project or by 31 March (whichever comes first). MainPower will provide a reporting template Applicants must use.
- 6.2 **Public Recognition:** Subject to clause 9.2, successful Applicants agree to publicly acknowledge how the Fund supported their New Energy efforts, including participation in media coverage, promotional activities, and signage at project sites.
- 6.3 **Performance Measures:** Applicants must demonstrate how the Fund helped achieve the Project goals and promptly provide any written reports required by MainPower detailing this.
- 6.4 **Compliance:** Failure to comply with reporting requirements may result in ineligibility for future funding or potential repayment of the Fund.
- 6.5 **Ongoing Communication:** The Applicant must, at all times during the Term, keep MainPower informed of:
- (a) all relevant matters that might impact the Fund. This includes any changes in Project scope, significant developments, or potential issues that could affect the Project's success or the use of the Fund;
 - (b) significant marketing programs and other promotional activities relating to the Fund which might provide leverage opportunities for MainPower; and
 - (c) any negative correspondence, objections, or public controversies related to the Fund or the Project, as well as any negative correspondence about the Applicant that

could adversely affect MainPower's corporate image. In such cases, MainPower reserves the right to lead all communications, in consultation with the Applicant, in response to these issues.

- 6.6 **Conflicts of Interest:** The Applicant must, disclose to MainPower in its application, and at all times during the Term, all information relating to potential conflicts of interest, including:
- (a) other sources of funding the Applicant is receiving or has applied for;
 - (b) details of any suppliers the Applicant intends to use for the Project; and/or
 - (c) any connections the Applicant has to MainPower, except for being an electricity consumer in North Canterbury.

7. WARRANTIES

- 7.1 **Applicant Warranties:** Applicant warrants that:
- (a) it has full right and legal authority to enter into and perform its obligations under these Terms;
 - (b) it has fully and fairly disclosed to MainPower in sufficient detail to enable MainPower to make an informed assessment about the Project, all information and circumstances which might have an impact upon MainPower's decision to grant the Fund;
 - (c) Applicant Marks do not infringe the trade marks, trade names or other rights of any person;
 - (d) it has, or will at the relevant time have, all licences, permits and other authorities relevant to the Project;
 - (e) it will comply with all applicable laws relating to the promotion and conduct of the Project; and
 - (f) throughout the Term, it will conduct itself so as not to cause detriment, damage, injury or embarrassment to MainPower.
- 7.2 **MainPower Warranties:** MainPower warrants that:
- (a) it has full right and legal authority to enter into and perform its obligations under these Terms; and
 - (b) it will comply with all applicable laws in respect of these Terms.

8. MARKS AND TITLE

8.1 Authorised Use

- (a) MainPower may use Applicant Marks for all purposes reasonably incidental to promoting the Fund and MainPower's New Energy efforts in relation to the Project;
- (b) Where agreed in writing by MainPower, Applicant may use MainPower Marks for

all purposes reasonably incidental to promoting the Fund and MainPower's New Energy efforts in relation to the Project.

- 8.2 **No Unauthorised Use:** Unless authorised by these Terms:

- (a) MainPower must not use, or permit the use of, Applicant Marks or any other trade or service marks, logos, designs, devices or intellectual property rights of Applicant; and
- (b) Applicant must not use, or permit the use of, MainPower Marks or any other trade or service marks, logos, designs, devices or intellectual property rights of MainPower.

- 8.3 **Image:** The parties must ensure that any authorised use by them of the other's marks or intellectual property rights:

- (a) is lawful;
- (b) properly and accurately represents those rights;
- (c) in the case of Applicant using MainPower Marks, strictly complies with MainPower's trade mark and logo usage policies current at the relevant time; and
- (d) is consistent with the other's corporate image.

- 8.4 **Enforcement Protection:** The Applicant:

- (a) must provide all reasonable assistance to MainPower to protect against infringers of MainPower Marks in connection with the Project; and
- (b) will promptly notify MainPower of any actual or potential infringement of MainPower Marks of which the Applicant becomes aware in relation to the Project.

- 8.5 **Title:** Despite any rights to use another's marks conferred under these Terms:

- (a) the Applicant holds all legal and equitable right, title and interest in and to the Project and all Applicant Marks;
- (b) MainPower holds all legal and equitable right, title and interest in and to MainPower Marks;
- (c) naming, title and other rights conferred by these Terms merely constitute licences to use the relevant Applicant Marks or MainPower Marks (as the case may be) for the purposes of, and in accordance with, these Terms and does not confer any property right or interest in those marks; and
- (d) the right to use another's marks is non-exclusive, non-assignable and limited only to the Term.

9. MEDIA

- 9.1 **Project Exposure:** If the Applicant is successful in receiving the Fund, the Applicant will use best

endeavours to obtain public and media exposure for promoting the Fund relating to the Project in consultation with MainPower.

9.2 **Media Releases:** Media or public releases relating to the Fund must not be issued by the Applicant, or its employees or contractors, without MainPower's consent.

9.3 **MainPower Promotion:** MainPower has the right, at its own cost to:

- (a) promote itself, its brands and its products and services in association with the Fund; and
- (b) engage in advertising and promotional activities to maximise the benefits to it of its association with the Fund.

10. MARKETING AND PROJECT DELIVERY

10.1 **Meetings:** If the Applicant is successful in receiving the Fund, the Applicant and MainPower will meet regularly (or otherwise, as agreed) for the purposes of:

- (a) reviewing the progress of the Project and the mutual rights conferred under these Terms;
- (b) evaluating the success of the Fund against its Objectives;
- (c) evaluating the impact of the Project on the community;
- (d) identifying any areas of improvement or concern;
- (e) discussing further opportunities for leverage and cross promotional activities;
- (f) maximising the ongoing benefits to the parties, implementing promotional strategies for the parties and identifying new, mutual opportunities; and
- (g) analysing any other relevant criteria, or information notified by MainPower.

10.2 **Representative:** Both MainPower and Applicant must designate a representative to be primarily responsible for the relevant obligations required by the other party under these Terms.

10.3 **Refund:** If the Applicant is not successful in achieving the Project's objectives, MainPower may require a refund of the Fund. This refund must be provided within 30 days of MainPower's request.

11. TERMINATION

11.1 **Expiry:** These Terms will remain in effect only while the Fund is offered by MainPower, unless terminated earlier under this clause.

11.2 **Early Termination by MainPower:** MainPower may terminate these Terms at any time by providing written notice, if any of the following occurs:

- (a) the Applicant fails to comply with any of these Terms, and such failure is not capable of remedy, or if failure is capable

of remedy, failure continues for 7 days after Applicant receives written notice from MainPower to rectify the failure;

(b) Applicant is Insolvent, or in MainPower's reasonable opinion is likely to become Insolvent;

(c) MainPower concludes, acting reasonably, that the purpose of the Fund in relation to the Project is not achieving the Objectives; any laws come into operation which in any way restrict, prohibit or otherwise regulate the Fund or the Applicant so that:

- (i) the Objectives are materially reduced or altered; or
- (ii) MainPower's obligations under these Terms are materially increased;

(e) for reasons beyond the reasonable control of MainPower, MainPower is unable to continue to exploit and enjoy fully the benefits of the Fund;

(f) any major, public controversy arises in connection with the Applicant, or the Fund which, in the reasonable opinion of MainPower, reflects adversely and substantially on MainPower's corporate image;

(g) any statement, representation or warranty made by Applicant in connection with these Terms proves to have been incorrect or misleading in any material respect;

(h) the rights conferred on MainPower under these Terms are directly or indirectly diminished, prejudiced or compromised in any way by the acts or omissions of the Applicant; or

(i) Applicant has not used its best endeavours to ensure that the rights conferred on MainPower under these Terms are not directly or indirectly diminished, prejudiced or compromised in any way by the acts or omissions of third parties.

11.3 **Early Termination by Applicant:** The Applicant may terminate these Terms by notice in writing if MainPower is Insolvent, or in the Applicant's reasonable opinion is likely to become Insolvent.

11.4 **Accrued Rights:** Termination of these Terms for any reason shall be without prejudice to the rights and obligations of each party accrued up to and including the date of termination.

11.5 **Refund:** If MainPower terminates these Terms in accordance with clause 11.2, MainPower has sole discretion to require return of the Fund. This refund must be provided within 30 days of MainPower's request.

11.6 **Survival:** The provisions of these Terms that by their nature are intended to survive termination or expiration shall survive, including but not

limited to marks and title, dispute resolution, confidentiality and indemnities and liabilities.

12. INDEMNITIES AND LIABILITY

12.1 **Indemnity:** The Applicant must indemnify MainPower and MainPower's officers, employees and agents from and against all claims, damages, liabilities, losses and expenses related to:

- (a) any breach by the Applicant of these Terms;
- (b) the inaccuracy of any warranty or representations made by the Applicant;
- (c) any wrongful act or omission by the Applicant (including negligence, unlawful conduct and wilful misconduct) in performance of these Terms; and
- (d) any claim made against MainPower by a third party to the extent caused or contributed by the Applicant (or any person the Applicant is responsible).

12.2 **Liability:** To the maximum extent permitted by law, MainPower shall have no liability to the Applicant under these Terms, whether in contract, tort (including negligence), equity, or on any other basis under or in connection with these Terms. In the event that liability cannot be excluded by law, MainPower's liability is limited to 20% of the Fund paid or payable to the Applicant.

13. DISPUTE RESOLUTION

13.1 **Mediation:** Any dispute or difference under these Terms must be resolved as follows:

- (e) the parties must first refer the dispute to mediation by an agreed accredited mediator or, failing agreement, by a person appointed by the President or other senior officer of the New Zealand Law Society;
- (f) the mediator must determine the rules of the mediation if the parties do not agree;
- (g) mediation commences when a party gives written notice to the other specifying the dispute and requiring its resolution under this clause;
- (h) the parties must use their best endeavours to complete the mediation within 14 days; and
- (i) any information or documents obtained through or as part of the mediation must not be used for any purpose other than the settlement of the dispute.

13.2 **Final Resolution:** If the dispute is not resolved within 14 days of the notice of its commencement, either party may then, but not earlier, commence legal proceedings in an appropriate court.

13.3 **Continued Performance:** Each party must continue to perform its obligations under these

Terms despite the existence of a dispute or any proceedings under this clause.

13.4 **Urgent Relief:** Nothing in this clause prevents a party from seeking urgent injunctive relief in respect of an actual or apprehended breach of these Terms.

14. CONFIDENTIALITY

14.1 **Confidentiality:** If the Applicant is successful in receiving the Fund, the details, including the amount received, shall remain confidential between the parties unless otherwise agreed. However, this does not prevent:

- (j) MainPower disclosing the existence of the Fund to the general public in accordance with these Terms; or
- (k) any promotional, marketing or Fund activities authorised or required by these Terms.

15. PRIVACY

15.1 **Personal Information:** The Applicant agrees that any personal information provided to, obtained by or retained by MainPower in connection with these Terms may be held and used in accordance with MainPower's privacy policy published on its website <https://www.mainpower.co.nz/privacy-policy/>. The Applicant is responsible for obtaining all consents or authorisations necessary to enable MainPower to hold and use such personal information in accordance with these Terms. In addition to the matters covered in MainPower's privacy policy, the Applicant agrees to MainPower using such personal information for the purpose of:

- (a) providing the Fund to the Applicant;
- (b) enforcing its rights under these Terms; and
- (c) direct marketing.

15.2 **Requests for Personal Information:** Any individual to whom personal information relates can request access to and/or correction of its personal information held by MainPower.

15.3 **Failure to Provide Personal Information:** If the Applicant does not provide information requested by MainPower, MainPower may be unable to process the Applicant's application or grant the Fund to the Applicant under these Terms.

16. GENERAL

16.1 **Governing Law and Jurisdiction:** These Terms are governed by New Zealand law, and the parties submit to the exclusive jurisdiction of the courts of New Zealand.

16.2 **Entire Agreement:** These Terms are the entire agreement and understanding between the parties, and supersede all representations,

agreements and other communications between the parties.

- 16.3 **Severability:** If any provision of these Terms is or becomes unenforceable, illegal or invalid for any reason these Terms will remain in full force apart from such provision which will be deemed deleted.
- 16.4 **Waiver:** A failure or delay by MainPower to enforce any provision of the Terms shall not be treated as a waiver of that provision, nor shall it affect MainPower's right to subsequently enforce that provision.
- 16.5 **No Partnership:** The parties are independent contractors. Nothing in these Terms shall be construed to place the parties in, and the parties must not act in a manner which expresses or implies, a legal relationship of partnership, joint venture, franchise, employment or agency.
- 16.6 **Force Majeure Event:** Neither party will be liable for any delay or failure in performance of any obligation or the exercise of any right under these Terms or for any loss or damage if such delay or failure is caused directly or indirectly by a Force Majeure Event.
- 16.7 **Assignment:** The Applicant may not assign these Terms or any rights under these Terms, or delegate any obligations under these Terms without MainPower's prior written consent.
- 16.8 **Variation of Terms:** MainPower may vary these Terms at any time by publishing the varied Terms on its website www.mainpower.co.nz/community/communityfunding. Applications submitted after the time of publication of the varied Terms will be subject to the variation and the submission of the application will be deemed to be acceptance of the varied Terms by the Applicant.
- 16.9 **Notices:** Any notice required or permitted to be given under these Terms shall be in writing and shall be deemed to have been duly given if delivered personally, sent by registered or certified mail, sent by a reputable overnight courier service, or sent by email to the party's last known address. Such notice shall be effective upon receipt.

17. DEFINITIONS

- 17.1 **Definitions:** In these Terms, unless the context otherwise requires, terms defined have the meaning set out there and:
- (d) **Applicant** means the entity applying for the Fund, and (if successful) the entity receiving the Fund pursuant to these Terms, including that entities' permitted successors and assigns, or any person acting on behalf of and with the authority of the Applicant, and if more than one then jointly and severally.

- (e) **Applicant Marks** means Applicant's name and trade or service marks, labels, designs, logos, trade names, product identifications, artwork and other symbols, devices, copyright and intellectual property rights, relating to the Project.
- (f) **Force Majeure Event** means any event or circumstance which is beyond the reasonable control of the affected party and which results in or causes the failure of that party to perform any of its obligations under these Terms.
- (g) **Insolvent** in respect of a party means one of the following events has occurred:
- (i) the filing of an application for the winding up, whether voluntary or otherwise, or the issuing of a notice summoning a meeting at which it is to be moved a resolution proposing the winding up, of the party;
 - (ii) the appointment of a receiver, receiver and manager, administrator, liquidator or provisional liquidator with respect to that party or any of its assets;
 - (iii) the assignment by that party in favour of, or composition or arrangement or entering into of a scheme of arrangement (otherwise than for the purposes solely of corporate reconstruction) with, its creditors or any class of its creditors; and
 - (iv) something having a substantially similar effect to (a) to (c) happens in connection with party or its assets under the applicable law.
- (h) **Media** means any of communication to the public at large, whether by radio, television, newspaper, digital media (such as the Internet or Social Media) or otherwise.
- (i) **Objectives** means the objectives MainPower seeks to accomplish by awarding the Fund to the successful Applicant, including the objectives outlined in clause 1.2.
- (j) **Project** means the project for which the Applicant is utilising the Funds, as detailed in the Applicant's application, and which must comply with the criteria specified in these Terms.
- (k) **Social Media** means a digital application that facilitates the creation and exchange of user-generated information, whether for personal or business purposes, including (for example and without

limitation) blogs, wikis, social networks (such as Facebook, YouTube, Twitter and Instagram) and on-line media.

- (l) **Terms** means these terms and conditions as amended from time to time in accordance with clause 16.8.
- (m) **MainPower Marks** means MainPower's name, trade or service marks, labels, designs, logos, trade names, and other symbols, devices, copyright and intellectual property rights.

17.2 **Interpretation:** In these Terms, unless the context otherwise requires:

- (a) references to clauses are references to clauses of these Terms;
- (b) the headings to clauses shall be ignored in construing these Terms;
- (c) the plural includes the singular and vice versa;
- (d) any party to these Terms includes its successors and permitted assignees and transferees;
- (e) a statute includes that statute as amended and includes any statute replacing that statute, and any regulations, orders in council and other instruments issued or made under that statute;
- (f) the word including and other similar words do not imply any limitation;
- (g) examples given in these Terms do not limit or qualify the general words to which they relate;
- (h) a person includes any individual, firm, corporation, association of persons (corporate or not), trust, government department or municipal authority (in each case whether or not having separate legal personality);
- (i) derivatives of any defined word or term shall have a corresponding meaning;
- (j) a reference to any document or agreement includes a reference to any document or agreement as amended, novated or replaced;
- (k) an obligation not to do something includes an obligation not to suffer, permit or cause that thing to be done; and
- (l) references to currency are to the lawful currency of New Zealand.