

## TERMS AND CONDITIONS FOR DONATIONS OR SPONSORSHIPS

### 1. INTERPRETATION

In these Terms and Conditions:

“Anti-Corruption Laws” means all applicable anti-bribery and/or corruption laws and regulations, including but not limited to the UK Bribery Act 2010 (as modified or amended from time to time) and any equivalent laws and regulations in other jurisdictions as may be applicable;

"Asda Foundation" means The Asda Foundation, a charity registered in England and Wales with charity number 1124268 and company registration number 6480049 whose registered office is at Asda Foundation House, South Bank, Great Wilson Street, Leeds LS11 5AD;

"Confidential Information" means information or data (whether written, oral, visual, electronic, magnetic, digital or in any other form) which has been or is disclosed to the receiving party (whether or not designated as confidential) by or on behalf of the disclosing party (including but not limited to the products, customers, suppliers, pricing, business affairs, services, trade secrets, finances, contracts, operations, methods, know-how, plans, techniques, strategies, policies, systems, and processes of the disclosing party and/or of its associated bodies);

"Donation" means any donations to or sponsorships made to the Grantee by Asda Foundation;

"Grantee" means the requesting organisation or person identified in the Donation Due Diligence and Request Form;

“Permitted Purpose” means internal communications and/or public statements issued by Asda Foundation via any media referencing the Request and/or the Donation;

"Request" means the request for donation to or sponsorship signed by the Grantee and submitted to Asda Foundation; and

"Terms and Conditions" means these terms and conditions.

### 2. FORMATION OF CONTRACT

2.1 A Request is deemed to be approved by Asda Foundation upon written confirmation from Asda Foundation (including by e-mail) to the Grantee that the Request is approved.

2.2 Following approval of the Request by Asda Foundation and the Grantee accepting these Terms and Conditions, Asda Foundation shall make the Donation to the Grantee.

2.3 By accepting the Donation, the Grantee agrees to be bound by these Terms and Conditions to the entire exclusion of all other terms and conditions (including the Grantee's terms and conditions or those implied by trade, custom or practice).

### 3. GRANTEE'S RESPONSIBILITIES

3.1 The Grantee agrees that the purpose of the Donation and how it is to be used by the Grantee is as set out in the Donation Due Diligence and Request Form (the "Purpose").

3.2 The Grantee acknowledges and agrees that the Donation is to be used solely for the Purpose and for no other purpose. The Grantee further agrees that if the Donation is used for any purpose other than the Purpose then it acknowledges and agrees that Asda Foundation can require the Grantee to repay/return (as appropriate) the full amount of the Donation or, at the discretion of Asda Foundation, such element of the Donation which has been used for the alternative purpose.

3.3 The Grantee agrees that it will, on reasonable notice, provide Asda Foundation with such information, explanations and documents as Asda Foundation may reasonably request in order to establish that the Donation has been used only for the Purpose.

3.4 The Grantee agrees that its acceptance and use of the Donation (by itself and anyone acting for or on its behalf, e.g., employees) will be in full compliance with the Anti-Corruption Laws.

3.5 The Grantee agrees that it shall not do anything which would in the reasonable opinion of Asda Foundation bring the reputation of Asda Foundation into disrepute.

3.6 If the Donation is a monetary donation it shall: (i) be made solely by cheque for the benefit of, and to the account of, the Grantee and not to any individual employee or representative of the Grantee; (ii) be denominated in pounds sterling (unless otherwise agreed by Asda Foundation in writing); and (iii) not be in cash or bearer instruments.

3.7 The Grantee acknowledges and agrees that if it wishes to use Asda Foundation's name or logo on its website or any promotional material, it must first let Asda Foundation know where and how it will appear and obtain the written consent of Asda Foundation in advance.

#### 4. WARRANTIES AND LIABILITIES

4.1 The Grantee warrants and represents that it has full power and authority under its constitution and has taken all necessary action and has obtained all authorisations, consents and approvals to accept the Donation and agree to these Terms and Conditions.

#### 5. SUSPENSION AND TERMINATION

5.1 In the event that Asda Foundation determines, in its sole discretion, that the Grantee has engaged in conduct that violates the Anti-Corruption Laws or has breached any material term of these Terms and Conditions, Asda Foundation has the right to immediately suspend and/or terminate any future Donations to the Grantee.

5.2 Asda Foundation is entitled to suspend or terminate any Donation to be made pursuant to these Terms and Conditions in the event of any actual or proposed change to the constitution of the Grantee which is material in nature, including without limitation a material change in ownership or control, or a material change to Grantee's purpose or mission.

#### 6. VAT

6.1 Both parties acknowledge and agree that:

6.1.1 the Donation is not consideration for any taxable supply for VAT purposes from the Grantee to Asda Foundation;

6.1.2 Asda Foundation shall not be obliged to pay the Grantee any amounts in respect of VAT in addition to the amount of the Donation; and

6.1.3 in particular, Asda Foundation shall not be obliged to pay the Grantee any amounts relative to VAT in respect of any liability that may fall due as a result of the Grantee carrying out the Purpose.

6.2 The parties acknowledge that the Donation is inclusive of any VAT whatsoever that may be due.

## 7. LIMITATION OF LIABILITY

7.1 Asda Foundation shall have no liability in respect of the use of the Donation by the Grantee.

7.2 Nothing in these Terms and Conditions shall limit or exclude the liability of Asda Foundation for:

7.2.1 death or personal injury resulting from its negligence; or

7.2.2 fraud or fraudulent misrepresentation; or

7.2.3 any liability which may not be limited or excluded by law.

## 8. CONFIDENTIALITY

8.1 Asda Foundation and the Grantee must keep each other's Confidential Information in relation to the Request and these Terms and Conditions confidential and must not use it or disclose it to any third party (or allow anyone else to do so) except as strictly necessary to perform an obligation imposed under these Terms and Conditions.

However, that restriction does not apply: (i) to information which is generally available to the public (unless that public availability was caused by the receiving party failing to keep such Confidential Information secret); (ii) to information which was already known to the receiving party (unless the receiving party was already bound by an obligation to keep that information confidential); or (iii) to the extent the receiving party is required by a court order or other legal obligation to disclose such information.

## 9. AUDIT

9.1 Asda Foundation has the right, at its own expense, to review and audit the performance of the Grantee in respect of its compliance with these Terms and Conditions and in relation to its use of the Donation (a "Review"). The Grantee shall at the request of Asda Foundation and upon reasonable notice co-operate with the review, including by allowing duly authorised representatives of Asda Foundation, any regulatory authority, or Asda Foundation's external auditors to inspect, copy and/or audit any and all premises, records, IT systems and employees as Asda Foundation shall reasonably require to carry out the Review.

9.2 If the Review identifies areas where the Grantee is not complying with these Terms and Conditions, and where such non-compliance is capable of being remedied, the Grantee shall immediately rectify the failure and take all necessary steps to ensure its future compliance with these Terms and Conditions.

## 10. GENERAL

10.1 The parties agree that any notice issued under the Terms and Conditions must be made in writing (which shall include email) and shall be deemed to have been received 2 days after the date on which it was posted (or in the case of email, at the time of transmission or where the email is received after 5pm on a working day it will be deemed to be received on the next working day). Notices to Asda Foundation must be sent to the Company Secretary, Asda Foundation, Asda House, South Bank, Great Wilson Street, Leeds LS11 5AD and in the case of e-mail, only on provision of the relevant e-mail address by Asda Foundation to the Grantee.

10.2 If a court decides that part of these Terms and Conditions are not enforceable in law, that decision does not alter the enforceability of the rest of the Terms and Conditions.

10.3 These Terms and Conditions and the documents referred to in it (including the Request), contain everything agreed between the parties in relation to the Donation.

10.4 These Terms and Conditions and any non-contractual obligations arising out of or in connection with it shall be governed by English Law. The parties hereby submit to the non-exclusive jurisdiction of the courts of England and Wales.