

Hoopeston Wind Farm Community Benefit Fund

Terms and Conditions

1. These terms and conditions are the Rules ("Rules"), which apply to the Hoopeston Community Benefit Fund Awards ("Awards"). By applying, applicants agree to be bound by these Rules. The Hoopeston Wind Farm Benefit Fund Awards are organised and administered by the wind farm operator, Exus Partners Management on behalf of Hoopeston Wind Farm.
2. Hoopeston Wind Farm reserves the right to cancel or amend the Community Fund Awards, and these Rules at any time without prior notice.
3. In the event of a dispute, the decision of Hoopeston Wind Farm shall be final and no correspondence or discussion shall be entered into.

Qualifying Entrants

4. To qualify to apply for the Hoopeston Wind Farm Community Benefit Fund organisation/group must be based within 20kms of the wind farm.
5. Organisations/groups applying must be not-for-profit. Individuals may not apply in their own right.
6. No religious groups may apply for the Awards.
7. Any company contractually involved with Hoopeston Wind Farm in the development or construction of the wind farm are not eligible to apply.
8. By submitting an application, you hereby warrant that all information submitted by you is true, current and complete.
9. Hoopeston Wind Farm reserves the right to disqualify any applicant if it has reasonable grounds to believe the applicant has breached any of these Terms and Conditions.
10. If an applicant is disqualified from the Awards, Hoopeston Wind Farm in its sole discretion may decide whether a replacement applicant should be selected. In this event, any further applicant will be selected on the same criteria as the original applicant and will be subject to these Rules.

Award Entries

11. Only one application per organisation/group per Award is allowed.
12. Proposals will be accepted from all aspects of community life – economic, social, and educational. However, preference will be given to proposals that benefit local youth groups, voluntary organisations and/or new projects.
13. All applications must be submitted on an official application form. Failure to do so will disqualify the entry. Application forms are available by emailing Dallas Lou at DL@exuspartners.com with the subject line Hoopeston Wind Farm Community Fund.
14. Applications received after the application closing date will not be considered.
15. Proof of posting cannot be accepted as proof of delivery.

Awards

16. In all matters, the decision of the committee shall be final and no correspondence or discussion shall be entered into.

17. A total of \$11,000 will be available for distribution. No single application will be awarded more than 25% of the funds.
18. 100% of the amount awarded will be paid to the successful applicant. Successful applicants will be required to provide bank details in order to receive payment.
19. Applicants are themselves responsible for any tax obligation resulting from the award.
20. Applications must provide a written summary of how the funds have been used upon request.
21. Should the applicant choose to re-apply the following year, Hoopeston Wind Farm will require proof of spend of those funds awarded in the previous year.
22. Awards are made at the discretion of Hoopeston Wind Farm and no awards will be made as a result of misrepresentations or illegal acts or omissions by or on behalf of any applicant.

Intellectual Property Rights

23. You hereby warrant that the information which you submit and/or distribute will not infringe the intellectual property, privacy or any other rights of any third party, and will not contain anything which is libellous, defamatory, obscene, indecent, harassing or threatening. If relevant, Exus Partners Management or Hoopeston Wind Farm reserve the right, but not the obligation, to screen, filter and/or monitor information provided by you and to edit, refuse to distribute or remove the same.

Liability

24. Hoopeston Wind Farm nor Exus will accept any responsibility for any damage, loss, injury or disappointment suffered by any applicant entering the Community Fund Awards or as a result of accepting any award.

Data Protection and Publicity

25. It is a condition of accepting an Award that all winners agree to co-operate with a reasonable amount of related promotional activity whereby Exus, on behalf of Hoopeston Wind Farm may publish winners' names and non-detailed addresses, photographs and audio and/or visual recordings.
26. Any personal data relating to applicants will be used solely in accordance with current data protection legislation and will not be disclosed to a third party without the individual's prior consent.

For further information, please contact:

Email: tmb @exus.us

Write to: Hoopeston Wind Farm
c/o Exus Management Partners
36882 N 770 East Road
Rossville, IL 60963