

# MERRELL

## Merrell Fund

Nombre de tu organización

Nombre del proyecto que se presenta

¿Cómo cumple tu propuesta con nuestros tres pilares?

Presupuesto solicitado

Aprovechamiento del presupuesto

Plazo de tiempo para el proyecto

**Gracias**

El equipo del Merrell Fund

## Terms & Conditions:

Wolverine Europe Ltd., a Delaware corporation having its principal place of business at 90 York Way, N1 9AG, London, United Kingdom

1. The Merrell Fund is being run by Wolverine to allocate a total annual grant of USD 200.000.
2. The purpose of the Merrell Fund is to build on Merrell's brand purpose "Sharing the Simple Power of Being Outside, With Everyone". The Merrell Fund aims to provide funding for projects and initiatives that engage and actively encourage those who may find it difficult to get outside into nature, or for those who want to make the protection and preservation of green spaces a priority.
3. The terms and conditions for a non-profit association ("Applicant") to apply for a grant from the Merrell Fund ("Grant") are set out below (the "Terms"). If an Applicant is successful they will be required to enter into a Grant Agreement with Wolverine in order to receive a Grant.

### Application Period

4. The application period for a Grant will run from 4 May 2023 until 31 December 2023 ("Application Period").
5. An application can be made by email to the email address [apply.merrellfund@merrell.com](mailto:apply.merrellfund@merrell.com) (address may change over time) or via the Merrell Fund website at the following address [merrell.com/UK/en\\_GB/merrell-fund/](https://merrell.com/UK/en_GB/merrell-fund/). Submitting an application is free of charge.
6. Applications will be reviewed in accordance with these Terms.

### Eligibility Criteria

7. The Applicant must be a non-profit organisation duly registered in the UK, Germany, France, Spain, Sweden, Finland, Norway, Netherlands or Belgium, and authorised to receive contributions in accordance with its object and the laws of this country as determined by Wolverine in its absolute discretion.
8. Applicants involving employees of Wolverine Europe Ltd or Wolverine's various subsidiaries and entities, their associated, affiliated or subsidiary companies, their employees, families, agents or any other person(s) directly or indirectly connected with this Merrell Fund are excluded from applying to a Grant.
9. Applications submitted after the end of the Application Period will not be valid.
10. Incomplete, false, or fraudulent applications or those that do not conform to all terms of the Eligibility Criteria will be invalid.
11. If, at any time, an Applicant has or has allegedly breached any of these Terms, as determined by Wolverine in its absolute discretion, it will not be permitted to receive a Grant. If any Applicant is disqualified from receiving a Grant, Wolverine reserves the right to select another Applicant in its absolute discretion.

### Application form and election process

12. The application must include:
  - a. Details of the Applicant's non-profit association and its purpose and main actions;
  - b. The reasons why the Applicant would be considered as fitting Merrell's brand purpose "Sharing the Simple Power of Being Outside, With Everyone";
  - c. Details of the activities the Grant is intended to be used for by the Applicant;
  - d. The contact details of the person in charge of the application.
13. The form of the application is at the discretion of the Applicant.
14. Wolverine reserves the right to contact the Applicant for further information in respect of the application.
15. Wolverine will review the applications during the Application Period and will select in its absolute discretion applications which it considers reflect the Merrell Brand's values and purpose "Sharing the Simple Power of Being Outside, With Everyone" (the "Selected Applicants").
16. Wolverine will decide in its absolute discretion on the amount of the Grant to be paid to each Selected Applicant. The amount of the Grant may be different from one Selected Applicant to another.
17. Wolverine's decision is final and not subject to appeal.

18. The Selected Applicants shall be notified that they have been selected by email maximum six weeks after application. They will be informed of the details of how to receive the Grant and will be provided with a Grant Agreement which will set out the terms on which the Grant will be paid. For the avoidance of doubt a Selected Applicant will not be entitled to receive a Grant unless it enters into a Grant Agreement with Wolverine.
19. Any Applicant not receiving a response by six weeks after applying will not have qualified as a Selected Applicant.

#### **Payment Of The Grant**

20. The Selected Applicants are responsible for ensuring they are able to accept the Grant in accordance with their own purpose, with the applicable laws and with these Terms, the terms of the Grant Agreement to be entered into with Wolverine and if they are unable to do so, Wolverine reserves the right to reselect and reallocate the amount of the Grant.
21. The payment of the Grant is conditional on entering into a Grant Agreement with Wolverine, which will be provided to each Selected Applicant.
22. The Selected Applicant shall provide Wolverine with (i) the relevant evidence of its due registration under local laws (e.g. with a charity regulator or tax authority) and (ii) its “by-laws” or equivalent corporate documentation in advance of any payment of the Grant.
23. Wolverine reserves the right to withhold the payment of a Grant or to claim reimbursement if a Selected Applicant is found to have violated any of these Terms.
24. The Grant is not transferable and no part of the Grant may be substituted for other benefits, items or additions.

#### **Payment Of The Grant**

25. Wolverine will not be liable for technical, hardware, or software failures of any kind or lost or unavailable network connections, which may limit or prevent an Applicant’s ability to submit an application.
26. Completion and submission of an application will be deemed acceptance of these Terms.
27. Wolverine reserves the right at any time to cancel, modify or supersede these Terms in its sole discretion.
28. If any provision or part-provision of these terms is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the remainder of the Terms.
29. These Terms shall be governed by and construed in accordance with the law of England and the parties irrevocably submit to the exclusive jurisdiction of the English courts.