

*Publication Date: 31/03/2025*

## **ALMO NATURE UK LIMITED**

### **CALL FOR PROJECTS COMPANION FOR LIFE**

#### **Premise**

**ALMO NATURE UK LIMITED** (herein also "**The Promoter**" or "**Almo Nature**") is a company incorporated in England and Wales, with company number 06256511 and registered address at 38 Craven Street, London, England, WC2N 5NG, and an activist pet food producer owned By Almo Nature Benefit S.p.A.. The Promoter is 100% owned by Fondazione Capellino, an Italian based non-for-profit entity whose aim is to safeguard the biosphere and biodiversity. Fondazione Capellino is financed in its entirety with Almo Nature's group profits (net of costs, taxes, and investments). This economic model was created by Fondazione Capellino and is defined as "**Reintegration Economy**", where the ultimate benefit is seen as a collective purpose rather than an individual interest, clearly confirming the aim of Almo Nature.



## The initiative

Fondazione Capellino intends to support, through the initiative promoted by the Promoter (the “**Initiative**”), the development of projects capable of generating a lasting and tangible impact on the wellbeing of dogs and cats in the United Kingdom (the “**Projects**” or the “**Project**” in its singular), in line with the Promoter’s project “[Companion for life](#)” and the very purpose of Almo Nature’ charitable activities. The Initiative shall be available for those Projects promoted by a UK registered charity under the applicable law (the “**Participant**” or the “**Participants**” in its plural). During the Initiative, Almo Nature shall select the Project which best fit the aim of the Promoter’s Initiative and provide to the selected Projects a monetary contribution (the “**Prize**”) in accordance with the terms and conditions outlined below.

## Terms and conditions

### 1. How to enter

- 1.1 In order to make a valid entry to the Initiative, Participants must:
  - A. Ensure that the Project submitted complies with the Standards whose details are given in clause 1.2 below;
  - B. Ensure that the Eligibility Requirements in clause 4 are complied with;
  - C. Provide all documentations evidencing eligibility listed in **Annex 1**



(the “**Supporting Documents**”); and

D. Proceed by:

- i. Creating a profile on the ‘[RECommunity Website](#)’ (the “**Website**”);
- ii. Completing the entry forms which shall become available from the Publication Date on the Website (the “**Entry Forms**”);
- iii. Uploading all the Supporting Documents in accordance with the indicated procedure within the established time, in compliance with the format required, as detailed on the Website at the time of the entry;
- iv. Associating the entry on the Website with an Area of Interest (list is given in clause 1.2(B);

1.2 The Projects must meet the following standards (the “**Standards**”):

A. All Projects entered:

- i. must meet the fundamental criterion of feasibility, i.e., the ability to be effectively completed on the bases of achievable and measurable standards, including a specific timeline of activities to be implemented and details of the expected impact;
- ii. may be:
  - a. New projects (meaning projects who have not yet

- started prior to the Publication Date) provided all necessary authorizations, where applicable have been already obtained; or
- b. A project which has already started but require additional funding to complete the implementation.
  - iii. may benefit of the collaboration of up to 4 organisations with respect to the Project and its implementation. Participants warrants that they have acquired the relevant authorisation from these organisations and shall indemnify Almo Nature with respect to any claim that any collaborating organization may arise with respect to the Initiative, the Projects and the Participants' entry to this Initiative.
- B. The Projects must have a title and a specific geographical area of interest and must fall within one of the following intervention areas (the “**Area of Interest**”):
- i. Education and training for the humans to whom dogs and cats are entrusted;
  - ii. Adoption programs that place the animal's well-being at the centre, recognizing the animal's specific needs as a living being;
  - iii. Scientific research on the well-being of dogs and cats;
  - iv. Prevention of stray animals and care for stray dogs and cats,



including but not limited to sterilization procedures;

- v. Support for dogs and cats that are part of families facing economic difficulties or other vulnerabilities;
- vi. Unique identification of dogs and cats from birth, both by private owners and breeders;
- vii. Creation of a unified registry for breeders.

C. Each Project entered must strictly include all details required in the Entry Forms and the Supporting Documents to be considered as a valid entry for the purpose of this Initiative. Any further information provided and not requested shall be disregarded for the purpose of selecting the Selected Winners.

1.3 With respect to the Initiative:

- A. All entries are free of charge and no payment is necessary to enter this Initiative;
- B. Participant may only submit **one** entry to this Initiative, amounting to one Project per Participant. Entries over the maximum number of entries will be void.
- C. By submitting an entry, Participants confirm that they have read and understood the terms and conditions herein and agree to be bound by them.

1.4 For clarity, should any of the entry fail to comply with the Standards or any of the requirements of this Initiative, or should any of the information



provided with the entry be considered by Almo Nature of misleading, offensive or fraudulent nature, the entry shall be considered void.

## 2. Start date

This Initiative will start at 12:00 PM on 2<sup>nd</sup> April 2025.

## 3. Closing date

The closing date for entries to the Initiative is 12:00 PM on 3<sup>rd</sup> June 2025. Entries received by Almo Nature after this time (whether or not they were sent before) will be void and will not be entered into this Initiative.

## 4. Eligibility

To take part to the Initiative, the Participants must meet the following eligibility requirements (the **“Eligibility Requirements”**).

4.1 The Participants must:

- A. be a duly registered charity operating in the United Kingdom (the **“Territory”**), in accordance with the applicable law, meaning the Charities Act 2011 for England and Wales, Charities and Trustee Investment (Scotland) Act 2005, and Charities Act (Northern Ireland) 2008. Participant must therefore be a validly registered charity, with a charitable registered number and a valid charitable



purpose and a governing document (such as a constitution, trust deed, or articles of association) outlining its charitable purposes and how it will operate.

- B. Be a registered as active charity for at least two years since the date of entry to the Initiative;
- C. Have a website and/or a Facebook page. For clarity, any other social media page alone will not be sufficient to comply with the requirement of this clause 4.1(C).
- D. Be able to provide, a certified legal opinion from a notary public or relevant qualified solicitor confirming the Participant's charity status in accordance with the applicable laws of the country of incorporation, as per the documents requested in the Supporting Documents

4.2 Participants will not be allowed to enter the Initiative if:

- a. any of the individuals associated with the Participant is either an employee or worker for the purpose of s230 Employment Rights Act 1996, or a member of their immediate family of:
  - i. the Promoter and/or its group company, or any individual who provides services to them; or
  - ii. any organization involved in the operation or administration of the Initiative, including prize suppliers and advertising agencies;



- b. any of the individuals associated with the Participant is in conflict of interest with the objectives of this Initiative;
- c. any of the individuals associated with the Participant:
  - i. is charged of criminal convictions, or has committed, attempted, or is suspected of committing criminal offences; and
  - ii. has committed any other offence from which derives, as an accessory penalty, the inability to contract with the public administration;

4.3 Entries will be automatically void if they:

- A. do not comply with the terms and conditions herein;
- B. are incomplete or illegible;
- C. are not entered in accordance with the correct procedures described in clause 1;
- D. are considered by the Promoter to be part of an attempt to manipulate or unfairly influence the outcome of this promotion;

4.4 Almo Nature reserves the right to ask for any further proof in support of the eligibility requirements. Delay of failure to respond to Almo Nature's reasonable satisfaction may result in an entry being void or the Prize being forfeited.

4.5 The Almo Nature's decision as to whether a Participant or their entry, is eligible for this Initiative, is final and Almo Nature is not obliged to provide





any reasons for disqualification or for the Prize being forfeited should Almo Nature understand during the Initiative that the Participant does not meet the eligibility requirements.

## 5. Selection of the winner

5.1 Almo Nature shall select no more than 7 winners between those Participants who have passed all stages in clause 5.2 (the “**Selected Winners**”) who will therefore be awarded the Prize in accordance with clause 6 below.

### 5.2 INITIATIVE SELECTION PROCEDURE

The selection procedure shall include 4 different stages: the entry phase (the “**First Phase**”), the selection phase (the “**Second Phase**”), the voting phase (the “**Third Phase**”) and the verification phase (the “**Fourth Phase**”) (together the “**Initiative Selection Procedure**”):

#### A. First Phase:

Participants shall make their entry in the Website following the requirements in clause 1.

**Participants shall submit their Projects from 2<sup>nd</sup> April 2025 to 3<sup>rd</sup> June 2025.**

#### Second Phase:

Only those entries who shall be deemed to be in compliance with the eligibility requirements in clause 4, shall be reviewed against the



Standards by an impartial and independent commission composed of six experts in the field of dog and cat welfare selected one from each of the countries involved in the Initiative (Italy, France, Spain, United Kingdom, Germany, Netherlands) and appointed by **Almo Nature Benefit S.p.A** (*a company incorporated in Italy, with VAT number 02529870103, and registered address at Piazza dei Giustiniani 6, Genova, Italy, 16123*) (the “**Supranational Commission**”). The name of each of the individuals of the Supranational Commission shall be made available upon request.

During this phase, the Supranational Commission may request the Participants at any time to provide any further clarification, detail, or additional information regarding the Project in order to facilitate the selection of those Project who will move to the next phase.

Once the Supranational Commission has reviewed the Projects, it shall proceed to independently select, at its own discretion Projects that best meet the Standards, the aim of Almo Nature and the purpose of this Initiative, which shall proceed to the subsequent phase.

Selected Participants will be notified by email should they become entitled to move on to the next phase.

For clarity, there is no minimum or maximum number of Projects that the Supranational Commission is expected to select in this



Phase Two.

**The Supranational Commission shall have from 3<sup>rd</sup> June 2025 up to 17<sup>th</sup> July 2025 to announce the Projects who will be entitled to continue to the Third Phase.**

B. Third Phase:

For each of the Projects selected in the Second Phase, a concise description (max 2000 characters) provided with the Supporting Documents in the First Phase (the “**Description**”), shall be uploaded on the Website, and shall become available for voting by the Website’s registered user (the “**Users**”).

The voting procedure shall take place as follows:

1. To cast their vote, Users must be duly registered on the Website and must have provided first name, last name, e-mail, state, region and city of residence. Users must have also duly accepted the Website's Terms and Conditions and Privacy Policy. Each User must confirm their registration via the automatic confirmation email. For clarity voting shall only be available to individuals who are resident in the Territory.
2. All Descriptions shall be published in a random and dynamic order of visibility in the Website. Users will be able to filter the Projects as they wish, using appropriate



filters (alphabetical order, name association, position in the ranking list or Area of Interest).

3. Users will be able to cast their vote for the Project they consider most deserving at their discretion, by clicking on the "**VOTE**" button for each project. Each User will only be allowed to cast one vote per Project, but will be able to vote freely for several projects.
4. Once the User has casted the vote, the User will receive an email containing a validation link that must be clicked by the user to complete the voting process. Should the User fail to validate the vote, the vote will be void.
5. Once the voting procedure has been validated, the User will receive a final email attesting the vote casted and containing information and tools to be able, in turn, to invite other individuals to register to the Website and cast their vote. It remains that, in respect of the UK GDPR provision, the User may cancel its vote at any time by following the adequate procedure (whose details is provided in the Privacy Policy), should the User intend to revoke the subscription from the Website. Almo Nature shall have no responsibility for any revoked vote.



During the voting phase, each Participant selected up to this Third Phase, will be able to check, in its own reserved area, the number of votes cast in its favour and its provisional position in the ranking list.

In this phase, those Participant selected up to the Third Phase will also receive from Almo Nature information in order to promote, the values of the Initiative and to promote the Initiative, facilitating the involvement of as many people as possible via the Website.

**The public voting phase of the projects will begin on 18<sup>th</sup> July 2025 and will end on 16<sup>th</sup> October 2025.**

**C. Fourth Phase:**

The outcome of the Third Phase will be verified, confirmed and certified by CrowdM Italy S.r.l. *a company incorporated in Italy, with VAT number 01169400320 and registered address at Largo Don Bonifacio1-34125 Trieste* (the “**Website Processor**”). The certified outcome will be announced with the publication of the finalist ranking list on the Website. The Selected Winners shall also receive an official communication to the email address provided during the First Phase which shall also include the instructions on how to receive the Prize.

The decision with respect to the Selected Winners, once certified, shall be considered final.

**The outcome of the voting will be announced on 20<sup>th</sup> October 2025**



**(the “Notification Date”).**

5.3 Participants acknowledge that, the dates indicated in clause 5.2 are not of essence. The Promoter reserves the right, at its own discretion and at any time, to extend the duration of each of the phases of the Initiative Selection Procedure notifying the relevant Participant of any changes in good time by e-mail and on the Website. Also, Participants acknowledge that, should any of the phases in the Initiative Selection Procedure become delayed, the subsequent ones may also be altered/postponed at the discretion of the Promoter. In any case, participants will be notified in writing and in time should any change become applicable.

## **6. Prize**

6.1 The Prize is granted by Almo Nature UK Limited. For clarity the Prize shall be assigned to each of the Selected Winners, in grants equal to 80% of the Projects’ budget of each Selected Winner to be used for the implementation of the Project, not exceeding a total amount of £ 45,000.00 capped as follows:

- First place - maximum grant limit of £ 11,000.00.
- Second place - maximum grant limit of £ 9,000.00.
- Third place - maximum grant limit of £ 7,000.00.
- Fourth place - maximum grant limit of £ 6,000.00.
- Fifth place - maximum grant limit of £ 5,000.00.



- Sixth place - maximum grant limit of £ 4,000.00.
- Seventh place - maximum grant limit of £ 3,000.00.

The Prize shall be disbursed to the Selected Winners in three equal instalments of 33.3% each, in accordance with the Project Schedule (as defined in 7.1), provided Almo Nature is in receipt of the reports, in accordance with clause 7 below, and all other requirements in clause 7 are complied with.

6.2 The awarding of the Prize to the Selected Winners, shall remain subject, at all times, to the Initiative Selection Procedure, described in clause 5.

6.3 In order to receive the Prize, the Selected Winners must respond by following the instructions received in accordance with the Fourth Phase on the Notification Date, requiring the Selected Winners to enter the Agreement (referenced in clause 7.1). Reasonable efforts will be made by Almo Nature to make contact over a period of two weeks, should a Selected Winner fail to get in.

Reasonable efforts will be made by Almo Nature to make contact over a period of two weeks with the Selected Winners. However, should a Selected Winner fail to get in contact with the Promoter after the Notification Date or should it become impossible for the Promoter to get in contact with a Selected Winner during the two weeks' period, the following paragraph 6.4 shall apply.

6.4 As the Commission is not under any obligation to select 7 Projects during



the Second Phase, should less than 7 Projects be selected as potential Selected Winners to proceed to the Third Phase, Almo Nature shall, in its discretion, equally distribute the Prize between the Selected Winners by adjusting the grants listed in clause 6.1. Any remaining amount shall be reserved to a new initiative promoted by Almo Nature with respect to “Companion for Life”. The relevant decision shall be duly communicated in time, in writing to the affected Selected Winners.

- 6.5 In order for the Prize to be distributed, the total count of valid votes in the Third Phase, must reach a total of at least 1,000 votes. Should the total number of votes received be less than 1,000, the Promoter will inform the Participants, in time and in writing, should it decide to terminate the Initiative without identifying the Selected Winners, or proceed with an additional voting round or new selection procedure.
- 6.6 The Prize is personal to the named Selected Winner only and cannot be given or transferred to any other person or entity. Moreover, the Prize shall only be used for the implementation of the Project. Should Almo Nature understand that a Selected Winner has assigned, transferred or used the Prize differently from what is provided in this clause 6.6, Almo Nature reserves the right to forfeit the assigned Prize in full.





## **7. Receiving the prize, project implementation and reporting obligations**

- 7.1 Following the Notification Date, in order for Almo Nature to dispose the first payment with respect to the Prize, each of the Selected Winners shall:
- A. Follow the instructions received in the email confirming they are a Selected Winner;
  - B. Sign the agreement with the Promoter to agree on the terms of payment of the Prize for the purpose of the Project, details of which are given in Annex 2 implementation (the “**Agreement**”);
  - C. Formalise the binding timetable of the Project (the “**Project Schedule**”), which must start no later than three months from the Notification Date;
  - D. Adhere to the Timetable with the obligation to report upon request of the Promoter;
  - E. Provide a monthly summary report (the “**Monthly Reports**”) on the Project and its progress as well as a final report upon (the “**Final Report**”) upon closure of the Project, details of which will be given in the Agreement.
- 7.2 Almo Nature shall not be liable for any loss or damage to the Prize caused by any third party. If the Prize is damaged or fails to be delivered, Almo Nature has no obligation to provide a replacement Prize.
- 7.3 Each of the Selected Winners shall be responsible for any costs or



expenses involved in claiming or using the Prize other than those that are expressly stated herein.

7.4 With respect to the Project Schedule and the Project implementation, the Promoter shall:

- A. reserve the right to carry out checks at any time, also by availing itself of trusted technical consultants or other appointed professionals;
- B. request and examine any documentation relating to the use of the Prize in order to verify adherence to the Standards;
- C. reserve the right to discontinue the payment of the Prize should it verify that the Selected Winner has breached any of its obligations under this Initiative, in accordance with clause 7.5.

7.5 Selected Winners acknowledge that the requirements in 7.1, with respect to the Monthly Report and the Final Report, are mandatory. In the event of failure to provide the mentioned reports or inadequacy, or falsification of the same, Almo Nature may suspend the payment of the Prize and, in serious cases, proceed with the revocation of any contributions already made, taking all necessary actions to recover the instalments of the Prize already paid.

## **8. Publicity and use of personal information**

8.1 Participants acknowledge that personal information will be used to process the entries, to contact Participants about the entry and for the



purpose outlined in this Initiative. Participants should refer to Almo Nature's [privacy policy](#) for more details regarding how Almo Nature uses personal information, in accordance with law.

## **9. Ownership and use of entries**

- 9.1 Each of the Participant shall be responsible for its Project and shall indemnify and hold harmless Almo Nature from any liability or obligation whatsoever, including any obligation to pay compensation or sums of any kind to third parties by way of damages, indemnities, penalties, reimbursements arising from and/or in connection with any infringement of Intellectual Property rights that may be connected with the submitted Project or its execution.
- 9.2 Each Participant shall retain ownership of all intellectual property rights (including copyright) with respect to the Project, however Participants agree to grant to the Promoter, a license to use the Project for the purpose of this Initiative.

The licence will last for the duration of the relevant intellectual property right and includes the right for Almo Nature to:

- A. edit or modify the Participant's entry (including resizing, adjusting the color and adding elements such as text);
- B. adapt or incorporate it into other materials;
- C. sub-licence it to third parties or companies in our group to use for the



purposes described in this Initiative; and

D. republish it (in any version modified in the way described above) on any media anywhere in the world.

9.3 Participants confirm that the entry:

- A. is the Participant's own original work and does not breach any third party's intellectual property rights (for example by including a company's trade mark without permission);
- B. is not defamatory, offensive, threatening, discriminatory, distasteful, pornographic or illegal;
- C. can be submitted to us and used without breaching any contractual obligation to any person; and
- D. does not contain anything which may be confidential or commercially sensitive.

9.4 Participants understand that where an entry contains photographs or video images of people, it is ensured that the individuals involved are adequately informed about the use of the materials with respect to the Initiative.

9.5 Almo Nature shall reserve the right to ask to Participants for evidence of any such consent and reserve the right to disqualify an entry should a Participant fail to provide such evidence.

9.6 Participants are not entitled to any fees for granting the licence and are not entitled to terminate it unless Almo Nature agrees in writing.



## 10. Guarantees and verifications

- 10.1 To guarantee an effective and fair procedure, Almo Nature shall rely on the services of the Data Processor, who will operate via 1ClickDonation.com (the “**Processor Platform**”), for the purpose of guaranteeing a fair voting procedure during Phase Three.
- 10.2 The Data Processor shall conduct periodical checks in order to ensure the authenticity of the votes and shall intervene at all times should fraudulent activity be detected on the Platform.
- 10.3 The Data Processor shall also be responsible to ensure correctness and transparency of the process, by certifying the outcome of the vote in the Third Phase.
- 10.4 At all times, the Data Processor and any operation carried out via the Processor Platform, shall comply with the Website [Privacy Policy](#) and any applicable law and regulation from time to time with respect to data processing.

## 11. The promoter’s liability

- 11.1 Nothing in these terms and conditions shall limit Almo Nature’s liability for death or personal injury caused by our negligence or fraud. The Promoter shall not be legally responsible to Participants or Selected Winners for any losses that were not foreseeable to the Promoter at the time of entry to this Initiative or which are caused by a third party.



- 11.2 Almo Nature assumes no obligation towards the Participants and/or Selected Winners, other than the payment of the Prize, provided that all the conditions outlined in this Initiative are met.

## **12. Complaints and disputes**

- 11.1 Should any of the Participant wishes to contact us about this Initiative or have any complaint, this can be done by reaching us by email at [info@reintegrationsconomy.org](mailto:info@reintegrationsconomy.org)
- 11.2 The laws of England and Wales apply to these terms and conditions. Any dispute will be subject to the exclusive jurisdiction of the courts of England and Wales.

## **13. Accessibility**

- 12.1 If a Participant experiences any difficulty arising or entering this Initiative, please contact Almo Nature at [info@reintegrationsconomy.org](mailto:info@reintegrationsconomy.org) and/or use the Website accessibility tools. Should a Participant require these terms and conditions in another format (for example: audio, large print, braille), please contact Almo Nature and Almo Nature will endeavour to provide it.



#### **14. Further assurance**

- The Initiative does not constitute an illegal lottery, and has been implemented in compliance with the Gambling Act 2005 and the Consumer Protection From Unfair Trading Regulations 2008, Si 2008/1277 (CPUTR 2008);
- Any activity with respect to social media will be carried out in accordance with the applicable law and regulation.



## **ANNEX 1**

### Supporting Documents

#### **1) INFORMATION ABOUT THE APPLICANT ORGANISATION**

- Charity name, address, registration number, year of establishment, phone number, email address, website/Facebook page/social media profiles
- Name and role of the individual authorised to act on behalf of the charity
- Brief description of the organisation's activities and mission
- Number of members including trustees, employees/collaborators and volunteers

#### **2) INFORMATION ABOUT THE PROJECT IDEA**

- Field of intervention among those indicated in the call for projects, and a brief description of the need the project aims to address
- The territory covered by the project, the project name, a concise description of the project idea, and key strengths

#### **3) SUMMARY OF MAIN EXPECTED RESULTS**

Brief description of the expected results of the project

#### **4) ESTIMATED PROJECT COSTS**

- Main cost items (e.g., real estate/facilities/equipment, personnel costs, material purchases, communication expenses, service costs, other expenses)
- Financing methods foreseen outside the grant requested through this call (e.g., self-financing, revenue from activities, contributions from members, donations from individuals and companies, other income)





## **5) PROJECT DURATION AND IMPACT**

- Expected start date and duration by providing a detailed Project Schedule (a specific and detailed timeline of activities and related progress until the Project completion)
- Whether you foresee measuring the social impact, and if so, a brief description of how it will be assessed
- Whether you foresee the project continuing over time, and if so, a brief description of how it will be sustained

## **6) POSSIBLE COLLABORATIONS**

*Up to 4 partners*

Name of organisations that are actively collaborating on this new initiative and the type of collaboration.

## **7) DOCUMENTAZIONE OBBLIGATORIA DA ALLEGARE**

- Governing documents outlining the charity's objectives, governance structure and operational guidelines;
- A copy of the charity's annual statements for the past 2 financial years;
- Charity registration documents, confirming that the charity is adequately registered to the relevant applicable authority;
- Documents confirming the individual signing the entry is authorized to represent the charity;
- A copy of the authorised individual identity documents.

## **8) CONTACT DETAILS FOR FURTHER INFORMATION**

Name and surname, role in the organisation, phone number and email.



## ANNEX 2

### The Initiative Grant Agreement

This agreement is made on [\_\_\_\_\_] (the “**Commencement Date**”)

#### **PARTIES**

- (1) **ALMO NATURE UK LIMITED**, a company incorporated in England and Wales, with company number 06256511 and registered address at 38 Craven Street, London, England, WC2N 5NG, (the “**Promoter**” or “**Almo**”), and
- (2) [**SELECTED WINNER CHARITY NAME**\_\_\_\_\_] a company incorporated in [COUNTRY\_\_\_\_\_] with registered number [NUMBER\_\_\_\_\_] whose registered office is at [ADDRESS\_\_\_\_\_] (the “**Selected Winner**”),

(each being a “**Party**” and together the “**Parties**”).

#### **BACKGROUND**

- A The Company is an activist pet food producer owned by Almo Nature Benefit S.p.A., ultimately owned by Fondazione Capellino, an Italian based non-for-profit entity whose aim is to safeguard the biosphere and biodiversity;
- B The Selected winner is a charity, duly registered in accordance with the law of [PLACE\_\_\_\_\_] operating in the field of [DESCRIPTION\_\_\_\_\_].
- C Almo on [DATE\_\_\_\_\_] has promoted an Initiative for the development of projects capable of generating a lasting and tangible impact on the wellbeing of dogs and cats in the United Kingdom;



- D The Selected winner, has made an entry to the Initiative, by submitting a project;
- E On the Communication Date The Selected Winner, with the Project titled “[TITLE\_\_\_\_\_]”, was selected between those winners entitled to receive the Prize, ranking [NUMBER\_\_\_\_\_] place, in accordance with the terms and conditions applicable to the Initiative;
- F In accordance with the terms and conditions of the Initiative, the Selected Winner and Almo enter this agreement in order to establish the terms for the granting of the Prize under the Initiative for the purpose of the Project implementation.

**THE PARTIES AGREE:**

**1. Definitions and Interpretations**

1.1 In this Agreement, unless the context otherwise requires:

COLLABORATORS: meaning those organizations involved in the Project implementation indicated by the Selected Winner at the time of the entry to the Initiative.

COMMUNICATION DATE: meaning [\_\_\_\_\_], being the date in which Almo announced the Selected Winners to the Initiative.

CONFIDENTIAL INFORMATION: refers to any non-public, proprietary information disclosed by one party (“Disclosing Party”) to the other party (“Receiving Party”), including but not limited to business, financial, technical, and operational data, trade secrets, customer information, and marketing strategies. It does not include information that:



- (a) Is or becomes publicly available without breach of this Agreement;
- (b) Was already in the Receiving Party's possession before disclosure;
- (c) Is lawfully obtained from a third party without breach of confidentiality;
- (d) Is independently developed by the Receiving Party.

FINAL REPORT: meaning the final mandatory report detailed in 5.2.

INITIATIVE: meaning the initiative carried out by Almo whose details are given in Schedule 1.

INSTALMENTS: meaning the payment instalments described in clause 4.1.

MONTHLY REPORT: the mandatory monthly report detailed in clause 5.2.

PRIZE: meaning the prize payable under the Initiative to the Selected Winner whose details are given in clause 2.

PROJECT SCHEDULE: a detailed timeline outlining the Project activities and outputs agreed by both Parties.

PROJECT: meaning the project entered by the Selected Winner to the Initiative.

THIRD INSTALMENT: meaning the last payment of the Prize.



## **THE AGREED TERMS**

### **2. Granted Prize**

- 2.1 Pursuant to the result certified and communicated on the Communication Date and in accordance with the terms and condition of the Initiative, the Selected Winner has been duly informed by Almo that they have been selected as one of the winners entitled to receive the prize, amounting, in accordance with its ranking to a total amount not exceeding [£PRIZE\_\_\_\_\_] payable in accordance with the terms included in this agreement.
- 2.2 Pursuant to the certified results Almo offers to pay the Selected Winner the Prize, on the condition that the Selected Winner complies fully with the terms and conditions herein established.
- 2.3 The Selected Winner acknowledges that Almo agrees to provide the Prize for the purpose of the Project implementation, and therefore only for the amount, period and purpose set out in this agreement.

### **3. Purpose of the Prize and Prize implementation**

- 3.1 Almo is providing the Prize solely for those Eligible Expenditure which shall be incurred by the Selected Winner to implement the Project. A copy of the Project Schedule is attached under Schedule 1
- 3.2 The Prize must not be used to support activities different from the Project and shall only be used for expenses which are not prohibited by the law. The Selected Winner accepts responsibility for the proper use and administration the Prize provided under this agreement and undertakes to

use such funding only for the purpose of carrying out the Project in accordance with the Project Schedule.

- 3.3 The Selected Winners shall commit to start with the Project implementation activities, no later than [DATE\_\_\_\_\_]. In any event, Almo will not be responsible for any matter with respect to the Project implementation and its sole responsibility shall be in relation to the Prize payment in accordance with this Agreement.

#### **4. Prize payment**

- 4.1 The Prize shall be paid in instalments as follow, provided the Selected Winner complies with the requirement in clause 4.2:

- £ [AMOUNT], equal to 33,3% of the Prize, payable by [DATE\_\_\_\_\_];
- £ [AMOUNT\_\_\_\_\_], equal to 33,3% of the Prize, payable by [DATE\_\_\_\_\_];
- £ [AMOUNT\_\_\_\_\_], equal to 33,3% of the Prize, payable by [DATE\_\_\_\_\_];

- 4.2 Almo will not authorize the payment of any of the Instalments and may suspend or postpone the payment of the Prize, unless the Selected Winner has:

- a. Signed and returned a copy of this agreement to the Promoter;
- b. Provided appropriate bank details to proceed with the payment of the Prize;
- c. Complied in time with the reporting requirements in clause 5.2;
- d. Observed the Project Schedule;

e. Not committed any breach with respect to its obligations in clause 5 of this Agreement.

4.3 In any event, Almo shall not grant any subsequent or extra funding but for the Prize for any subsequent period or activities but those agreed in the Project Schedule.

4.4 At any time, the Promoter reserves the right to withhold any sum of the Prize which may be due from time to time by the Selected Winner to Almo in accordance with this agreement. Such deductions may be made without the need for further approval from the Selected Winner.

4.5 The Instalments shall be paid by Almo to the bank account designated by the Selected Winners with the following details, within 5 working days from the dates indicated in clause 4.1:

**ACCOUNT NAME:** [\_\_\_\_\_]

**ACCOUNT NUMBER:** [\_\_\_\_\_]

**SORT CODE:** [\_\_\_\_\_]

**BANK:** [\_\_\_\_\_]

**BANK ADDRESS:** [\_\_\_\_\_]

4.7 Should any applicable tax held to be chargeable in respect of the Prize, all payments shall be deemed to be inclusive of all taxes due and Almo shall not be obliged to pay any additional amount by way of VAT or other applicable taxes.

## **5. The Selected Winner obligations and responsibilities**

5.1 The Selected Winner shall:

- a. provide all requested information regarding the Project and its implementation;



- b. respect at all times the timeline provided in the Project Schedule and promptly inform the Promoter of any delayed or failure incurred and the reason for such delay or failure, and actively rectify any delay or failure within 15 days from such event;
- c. comply with the reporting requirements in 5.2;
- d. ensure its availability and ensure that its team or staff is available to meet or speak with the Promoter, in order to answer questions and provide any relevant information to the Promoter for the purpose of the evaluation of the Project implementation; *and*
- e. Comply with any applicable regulation with respect to the Project implementation as per clause 5.4 and 5.5;

5.2 The Selected Winner will provide Almo regular reporting in relation to the progress of the Project's implementation, which shall include:

- a. monthly reports throughout this agreement commencing one month from the Commencement Date. The Monthly Report shall include:
  - i. a description of the Project status, the activities completed and results achieved to date;
  - ii. assessment of progress made against the Project Schedule and the next planned activities and details of any risk or issue identified;
  - iii. details of any deviation from the Project Schedule and corrective actions to be taken;
  - iv. reference to success indicators and quantifiable objective standards of performance;
  - v. purpose, details and evidence of the use of the Prize to date;
  - vi. details of any further funds used in order to implement the project;





- vii. a description of any impact and/or contribution made by any relevant third party involved in the Project; *and*
- viii. details of any permit required and obtained in relation to the implementation;

b. a final report within 15 days from completion of the Project in accordance with the Project Schedule. The Final Report shall include:

- i. details and evidence of the Prize spent throughout the implementation;
- ii. breakdown of all expenditure during the implementation and the purpose for all the elements;
- iii. details of any deviation from the Project Schedule and corrective actions taken;
- iv. breakdown of the parties involved in the implementation of the Project and Collaborators;
- v. detailed feedback and key takeaways of the implementation period and of the activities carried out and deliverables, including a specific focus on the goals, scope and outcome;
- vi. details of any post-implementation requirements and expected results and goals in the long term; *and*
- vii. closing remarks in the overall success and value delivered by the Project.

5.3 By agreeing to this Agreement, the Selected Winner agrees to become an ambassador to the values of Fondazione Capellino, becoming a member of the *REcommunity* (for details, <https://www.reintegrationeconomy.org>). At all times, the Selected Winners warrants that the organisation and its members shall engage in share and promote those values aimed at the safeguard the biosphere and biodiversity and shall always act in accordance with the same principles.



- 5.4 The Selected Winner will at all times comply with all applicable laws, statutes and regulations relating to anti-bribery and anti-corruption, including but not limited to the Bribery Act. To ensure and demonstrate compliance the Selected Winner warrants that shall retain a sound administration and internal audit and financial controls to safeguard against fraud, theft, money laundering, counter terrorist financing or any other impropriety, or mismanagement in connection with the administration of the Prize for the purpose of the Project implementation.
- 5.5 The Selected Winner warrants that shall comply with any applicable environmental regulation and/or law, which is to conserve energy, water, wood, paper, and other resources, reduce waste and phase out the use of ozone depleting substances and minimise the release of greenhouse gases, volatile organic compounds and other substances damaging to health and the environment.
- 5.6 The Selected Winner warrants that it shall maintain, at all times, at their own expenses, during this Agreement an adequate insurance coverage throughout the Project implementation. Such insurance must be sufficient to cover any potential risks, liabilities, or damages that may arise during the execution of the project. The winner shall provide proof of such insurance upon request and ensure that the insurance remains valid and in effect throughout the entire project period.
- 5.7 Disclose any relevant information for the purpose of this agreement with respect to the third parties involved in each stage of the Project, including those of any Collaborators and ensure that each collaborator and/or third party involve complies with the standards, law and regulations indicated in this Agreement.

## **6. Also Nature obligations**

- 6.1 Also shall monitor the progress of the Project throughout this agreement and reserves the right to carry out evaluations at all times (without



causing any disruption to the Project implementation) and engage external evaluations for the purpose of these checks. The method and timing of any visit and/or check shall remain entirely at Almo's discretion.

- 6.2 Almo shall arrange for the payment of the Prize with no delays and ensure clear communication with respect to any changes or delays in the payment of the Prize or any other element which may affect the Prize payment. Parties however understand that any delay in the payment of the Prize, previously communicated by Almo shall not amount to a breach of this Agreement.
- 6.3 Almo shall use information received by the Selected Winner with care and in respect of any data protection and privacy law and regulations applicable, and shall respect, at all times the intellectual property right provision in this Agreement with respect to the Project.
- 6.4 The Selected Winner acknowledges that, Almo may from time to time want to use details and photos, or videos with respect to the activities and individuals involved in the Project implementation on the website, publications and social media in order to promote the Initiative and Almo. Almo may therefore contact the Selected Winners to obtain permission to use your details/photos in future, in order to obtain consent.

## **7. Duration and Termination**

- 7.1 This Agreement shall commence on the Commencement Date and shall continue until the Project is deemed to be terminated in accordance with the Project Schedule and therefore once the Promoter has released the payment of the Third Instalment, provided the Selected Winners deliver the Final Report up to standards.
- 7.1 Almo nature reserves the right to terminate this agreement with immediate effect, and demand the restitution of any amount of the Prize already paid, should:



- a. Almo Nature discover, at any time that:
  - i. The Selected Winner lied or provided misleading information in respect to the eligibility requirement of the Initiative;
  - ii. The Selected Winner does not hold or stops to hold the charity status in accordance with the applicable law;
  - iii. that the Prize is used for purposes different from the Project implementation or for unlawful purposes;
  - iv. that the Selected Winner has provided false information with respect to the Project, its implementation and any information in relation to its organisation and/or partners; *or*
  - v. the Selected Winner has failed to obtain the adequate permit necessary for the implementation of the Project and/or fails to respect any of the applicable legislation or regulation in relation to the implementation of the Project;
  - vi. the Project outputs are not achieving the agreed objectives, impact and delivery;
  
- b. the Selected Winner fails to:
  - i. report an actual or suspected delay, failure or breach of this agreement and fails to rectify it within 15 working days;
  - ii. respect the Project Schedule;
  - iii. commence the Project implementation within 15 days from the date indicated in the Project Schedule;
  - iv. to comply with the reporting requirements in clause 5.2; *or*
  - v. respect the values promoted by Almo Nature and Fondazione Capellino;
  
- c. any of the Collaborators is found to be engaged in any criminal activities, including but not limited to fraud, bribery, corruption, or other unlawful conduct, the contract may be terminated immediately.



d. the Selected Winner declares insolvency, files for bankruptcy, enters liquidation or is unable to pay its debts as they fall due.

7.2 The termination remedy provided in this clause shall not preclude Almo from pursuing any other remedy available at law. In addition to the specific remedies set forth herein, Almo shall have the right to seek any other legal or equitable remedy as may be necessary to enforce its rights or address any breach of this agreement. This includes, but is not limited to, the right to claim damages, injunctive relief, or any other appropriate remedy under applicable law

## **8. Liability and indemnity**

8.1 At all times, Parties agree that Almo has no responsibility and shall not be liable, at any time for the Project implementation but for the payment of the Prize in accordance with the terms of this Agreement.

8.2 Almo shall not, in any way, be held responsible towards the Selected Winner, nor towards any Collaborators nor any third party who may have any claims or requests against the Selected Winner, including any claims for compensation, fees, or indemnities, in any way related to or arising from the allocation of the contribution and/or the execution of the Project.

8.2 The Selected Winner shall indemnify and hold harmless the Almo for all liabilities, costs, expenses, damages and losses suffered or incurred by the Selected Winner arising from any breach of these Terms and Conditions by the any the Selected Winner or third party involved by the Selected Winner, Almo.

8.3 Nothing in this Agreement is intended to exclude or limit liability for death or personal injury caused by negligence, or for any other liability which cannot be excluded or limited under applicable law.



## 9. Confidentiality

- 9.1 Each Party undertakes that it shall keep the terms of this Agreement, any information that it has acquired that is confidential in nature concerning the other Party amounting to Confidential Information and any information developed by either Party in performing its obligations under, or otherwise pursuant to this Agreement) confidential and that it shall not use or disclose the other Party's Confidential Information to any person, except as permitted by the Initiative, this Agreement as per clause 9.2 below or the applicable law.
- 9.2 A Party may:
- a. disclose any Confidential Information to any of its employees, officers, representatives or advisers who need to know the relevant Confidential Information for the purposes of the performance of any obligations under this Agreement, provided that such party must ensure that each of its Representatives to whom Confidential Information is disclosed is aware of its confidential nature and agrees to comply with this clause 9 as if it were a party to this agreement;
  - b. disclose any Confidential Information as may be required by law, any court, any governmental, regulatory or supervisory authority (including, without limitation, any securities exchange) or any other authority of competent jurisdiction to be disclosed; *and*
  - c. use Confidential Information only to perform any obligations under this Agreement.
- 9.3 On termination of this Agreement, all Confidential Information relating to or supplied by a Party and which is or should be in the other Party's possession shall be returned by the other Party or (at the first Party's option) destroyed.

## **10. Data Protection**

- 10.1 Almo shall treat all information provided and received pursuant to this agreement in accordance with Almo's privacy policy and the applicable law and within the requirements of the UK General Data Protection Regulation (GDPR).

## **11. Intellectual Property**

- 11.1 Intellectual Property in the Project shall remain property of the Selected Winner. Other than as expressly set out in the Initiative and for the purpose of this Agreement, the Parties will have no further right to use any of the other Party's names, logos or trademarks on any of its products or services without the other Party's prior written consent.
- 11.2 The Selected Winner grants Almo a non-exclusive irrevocable and royalty-free, sub-licensable, worldwide licence to use all the Intellectual Property with respect to the Project for the purpose of the Initiative and this Agreement.
- 11.3 At all times it remains that the Selected Winner must ensure that they have obtained the relevant agreement from any third party involved before commencing the Project implementation and shall maintain the Promoter indemnified from any claim arising from this clause 11.

## **12. Notice**

- 12.1 All notices or other communications under this Agreement will be in writing and sent to the person and address in clause 12.2. They may be given, and will be deemed received:



- a. by first-class post: two Business Days after posting;
- b. by airmail: seven Business Days after posting;
- c. by hand: on delivery; and
- d. by email: on receipt of a delivery return mail from the correct address.

12.2 Notices will be sent:

- a. to Almo at: [INSERT NAME\_\_\_\_\_], [INSERT TITLE\_\_\_\_\_], [INSERT ADDRESS\_\_\_\_\_], [INSERT EMAIL\_\_\_\_\_], [INSERT ANY PERSONS TO WHOM A COPY SHOULD BE SENT\_\_\_\_\_]; and
- b. to the Winner at: [INSERT NAME\_\_\_\_\_], [INSERT TITLE\_\_\_\_\_], [INSERT ADDRESS\_\_\_\_\_], [INSERT EMAIL\_\_\_\_\_], [INSERT ANY PERSONS TO WHOM A COPY SHOULD BE SENT\_\_\_\_\_].

12.3 Either Party may change the address or email to which such notices to it are to be delivered by giving not less than five Business Days' notice to the other Party.

### 13. Miscellaneous

13.1 Variation

No amendment or variation of this Agreement shall be valid or effective unless made in writing.

13.3 Rights of third parties





A person who is not a Party to this Agreement shall not be entitled to enforce any of its terms under the Contracts (Rights of Third Parties) Act 1999.

#### 13.4 Entire agreement

This Agreement constitutes the entire agreement and understanding between the Parties relating to the matters contemplated by this Agreement and supersedes all previous agreements (if any and whether in writing or not) between the Parties in relation to such matters.

#### 13.5 Counterparts

This Agreement may be signed in any number of counterparts and by the Parties on separate counterparts, each of which, when executed and delivered by a Party, shall be an original, and such counterparts taken together shall constitute one and the same agreement.

#### 13.6 Governing law and jurisdiction

- a. This Agreement and any dispute or claim arising out of, or in connection with, it, its subject matter or formation (including non-contractual disputes or claims) shall be governed by, and construed in accordance with, the laws of England and Wales.
- b. The Parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of, or in connection with, this Agreement, its subject matter or formation (including non-contractual disputes or claims).