

# Aviva Community Fund - Terms and Conditions

**Temporary changes from October 2022: Aviva recognises that the rising costs of living may be having a negative impact on charities and community organisations and the communities they support and has made changes to the Fund to support these groups. See below for more information.**

## 1. General

- 1.1. These terms and conditions apply to the Aviva Community Fund (the “**Fund**”) in the United Kingdom (which, for the purposes of the Fund, is considered to be England, Wales, Scotland and Northern Ireland) and will govern your participation in the Fund.
- 1.2. The promotor of the Fund is Aviva. Aviva has engaged Crowdfunder to provide services in relation to the Fund, including powering the Fund Webpage. By participating in the Fund, whether as a Project Owner, Backer or User, you confirm that you accept:
  - a) these Aviva Community Fund terms and conditions; and
  - b) Crowdfunder’s terms of use (see <https://www.crowdfunder.co.uk/terms-conditions>), and that you agree to comply with them.

If you are a Project Owner participating in the Fund on behalf of an Organisation, you agree that your Organisation will also be bound by these Fund terms and conditions and Crowdfunder’s terms of use. If you do not want to be bound (or your Organisation does not want to be bound, if applicable) by the terms and conditions, please do not participate in the Fund.

- 1.3. In the event of inconsistency between these Fund terms and conditions and Crowdfunder’s terms of use, these Fund terms and conditions shall prevail.
- 1.4. If there is any reason to believe that there has been a breach of these Fund terms and conditions and Crowdfunder’s terms of use, Aviva may, at its sole discretion, exclude any Project Owner, Organisation, Backer or User from participating in the Fund.
- 1.5. Aviva reserves the right to hold void, suspend, cancel or amend the Fund in its sole discretion.
- 1.6. Aviva and Crowdfunder and their agents and employees do not accept any responsibility:
  - a) for verifying the identity of any Project Owner, Backer or User;
  - b) for the content of a Submission or a message to a Project;
  - c) for the Rewards, including the offering or fulfilment of any Rewards;
  - d) for the success of a Project in the Fund, including whether a Project receives funding as a result of participating in the Fund and the value of such funding;
  - e) in relation to Pledges by Backers, save that Aviva will be responsible for funding the Employee Wallets and distributing unallocated funds in Employee Wallets; or

- f) for the management or use of Pledges raised in connection with the Fund by Project Owners or Organisations.

If you have any concerns about the activities of any of the Organisations that fundraise through the Fund, you should raise these with the Organisation in question or, if you have particular concerns, with the relevant regulatory body who has responsibility for the supervision of the Organisation.

- 1.7. While nothing in these terms and conditions will limit the liability of Aviva and Crowdfunder for death or personal injury caused by our negligence or fraud, Aviva and Crowdfunder will not be legally responsible to any Project Owner, Organisation, Backer or User for any losses that were not foreseeable to us or to you at the time of entry to or participation in the Fund or which are caused by a third party.
- 1.8. Aviva may amend these Fund terms and conditions from time to time. Subject to any legal requirements to provide additional notice, changes to these Fund terms and conditions will be communicated through the Fund Webpage.
- 1.9. These Fund terms and conditions are subject to the laws of England and Wales and Project Owners, Organisations, Backers and Users submit to the jurisdiction of the courts of England and Wales.
- 1.10. These Fund terms and conditions were last updated on 3 August 2022. If you have any questions about these terms and conditions, please contact [communityfund@aviva.com](mailto:communityfund@aviva.com).

## 2. Definitions

**“All Or Nothing”** describes one of two funding models available to Projects. More information about this funding model is provided at section 7 (How to fundraise for your Project).

**“Aviva”** means Aviva Central Services UK Limited, registered in England and Wales under company number 03259447, registered office: 8 Surrey Street, Norwich, NR1 3NG.

**“Backer”** means an individual who pledges funds to a Project, including Aviva employees using Employee Wallets.

**“Cohort”** means the Projects that are submitted to the Fund before the next occurring Entry Date and are successfully moderated. Cohorts will progress through the Accelerator and Fundraising Stages together.

**“Cohort End Date”** means the final date of the then current Cohort.

**“Crowdfunder”** means Crowdfunder Ltd, registered in England and Wales under company number 07831511, registered office: 5-7 The Crescent, Newquay, TR7 1DT.

**“Eligibility Criteria”** means the criteria set out in section 4 (Eligibility Criteria).

**“Employee Wallets”** means funds provided by Aviva to Aviva employees specifically for the purpose of pledging to Projects during the Fundraising Stage.

**“Entry Date”** means the final date for Project Owners to apply to the Fund.

**“Forever Funding”** describes Projects that have met their Initial Funding Target by the end of the Fundraising Period (the Long Stop Date) and which choose to continue to fundraise on the Crowdfunder webpage indefinitely.

**“Fund”** means the Aviva Community Fund.

**“Fund Webpage”** means <https://acf.crowdfunder.co.uk/>

**“Initial Funding Target”** means the initial target value of Pledges sought by a Project Owner for a Project.

**“Keep What You Raise”** describes one of two funding models available to Projects. More information about this funding model is provided at section 7 (How to fundraise for your Project).

**“Live Date”** means the date from which Projects are available for sponsoring on the Fund Webpage.

**“Long Stop Date”** means the date that is one (1) month after the Cohort End Date. The Fundraising Stage ends on the Long Stop Date.

**“Moderation Stage”, “Accelerator Stage” and “Fundraising Stage”** means the stages explained at section 7 (How to fundraise for your Project).

**“Organisation”** means an organisation on behalf of which Projects are submitted to the Fund.

**“Pledge”** means a donation by a Backer.

**“Project”** means a fundraising project submitted to the Fund by a Project Owner.

**“Project Owner”** means an individual who submits a Project to the Fund on behalf of an Organisation.

**“Rewards”** means unique items, services or experiences offered to Backers (not including Aviva employees who pledge funds in Employee Wallets).

**“Stretch Funding Target”** means a subsequent target value of Pledges sought by a Project Owner for a Project if the Initial Funding Target is met.

**“Submission”** means the description of a Project, its fundraising goals and any other information or material provided to Aviva or Crowdfunder in relation to a Project.

**“Users”** means visitors to the Fund Webpage that are not Project Owners or Backers.

**“You”, “your”** means Project Owners, Backers and Users, as appropriate.

**“We”, “our”, “us”** means Aviva.

### **3. Data protection**

- 3.1. Participation in the Fund, whether as a Project Owner, Backer or User, may involve the processing of your personal data and may involve the processing of personal data of any person referred to in your Submission. It is recommended that you do not include any personal data of any individuals in your Submission without their express consent.
- 3.2. Aviva has engaged Crowdfunder to assist with running and administering the Fund, including powering the Aviva Webpage. Aviva and Crowdfunder are each data controllers. For more information about how Aviva and Crowdfunder process your personal data and your individual rights, please see:

Aviva Community Programme Privacy Notice: <https://www.avivacommunityfund.co.uk/uploads/terms/aviva-community-fund-privacy-policy.pdf>

Crowdfunder Privacy Policy: <https://www.crowdfunder.co.uk/privacy-policy>

### **4. Eligibility Criteria**

- 4.1. Anyone may view Projects on the Fund Webpage and Pledge funds. To submit a Project to the Fund, Project Owners must be:
  - a) 18 years of age or older; and
  - b) resident in the UK, using a UK IP address and not using a disposable email address (as determined by Aviva in its sole discretion).
- 4.2. To be eligible for funding through the Fund, Projects must relate to a key funding area:

- a) Climate Action: Promoting healthy, thriving communities by preventing, preparing for and protecting against the impacts of climate change; or
  - b) Financial Wellbeing: Helping people take control of their wellbeing by giving them the tools to be more financially independent and ready for anything.
- 4.3. All beneficiaries must be in the UK. If a Project is submitted on behalf of, or in connection with, a religious organisation, it must have an outcome that is accessible to any person of any religious beliefs.
- 4.4. Organisations seeking funding through the Fund must:
- a) be registered in the UK as a charity or social enterprise;
  - b) be located in the UK;
  - c) have been operating for at least 12 months at the time of Submission;
  - d) have an annual income no higher than £2,000,000 in the previous financial year or, if income is higher than £2,000,000 in the previous financial year, the Organisation's average annual income over the previous 3 financial years is no higher than £2,000,000, as evidenced by information or documents submitted to the Charity Commission, HMRC, Companies House, or the Financial Conduct Authority and that are publicly accessible;
  - e) have a UK bank account in that Organisation's name (building society accounts are not acceptable);
  - f) to the extent the Organisation supports children or vulnerable people, have a safeguarding policy;
  - g) to the extent the Organisation employs people, be a living wage employer; and
  - h) have an active board of trustees or directors or management body.
- 4.5. Submissions and Projects must be for the benefit of UK communities and must not:
- a) include any mention of specific individuals, companies, brands or products for promotion purposes;
  - b) contain any material owned by a third party, including trademarks, or contain any images or videos that identify individuals unless, in each case, you have the third party's and each individual's express permission to do so and to permit use of such content by Aviva or Crowdfunder;
  - c) violate any applicable law or regulation or promote or encourage the violation of any law or regulation;
  - d) contain offensive, obscene or sexually suggestive material, propaganda, potentially misleading information, or defamatory or disparaging material about other people or companies, or endorse any form of hate, hate group or terrorist activity;
  - e) discriminate unlawfully on the basis of gender, race, religion, creed, national origin, disability, age, sexual orientation, or any other basis prohibited by law;
  - f) promote or speak negatively about any particular faith, political party or any affiliated group, promote or speak negatively about any legislation or government policy, or promote or encourage the violation of any law;
  - g) promote any activities that may be unsafe or dangerous or considered gaming, betting or gambling or relate to raffles, prize draws, games of chance, lotteries or similar activities;
  - h) relate to controversial subject matter or any subject that is contrary to the interests of the Aviva group of companies (including, but not limited to, Submissions and/or Projects that present an unacceptable

regulatory, reputational or other risk to the Aviva group of companies);

- i) be used for commercial use or promotion; or
- j) contain any viruses or other malicious elements that are intended to damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data or personal information.

4.6. Aviva and Crowdfunder reserve the right, in their sole discretion, to exclude from the Fund Project Owners and Organisations that do not meet the Eligibility Criteria or to reject Submissions and Projects that do not meet the Eligibility Criteria or are incomplete, incomprehensible, false or fraudulent. Aviva and Crowdfunder reserve the right, in their sole discretion, to remove Project Owners, Organisations, Submissions and Projects from the Fund at any point.

## **5. Your responsibilities**

5.1. Project Owners and Organisations are responsible for:

- a) applying the funds received through the Fund solely and directly for the purposes of their Project and for no other purposes;
- b) meeting all commitments made in connection with their Project, including, but not limited to, delivering Rewards offered to Backers;
- c) promptly and accurately responding in full and to Aviva's, Crowdfunder's or Backers' satisfaction to all queries, clarifications or requests for information;
- d) complying with all applicable laws and regulations in relation to the Project, the use of Pledges and the fulfilment of Rewards, including data protection and privacy laws;
- e) promptly contacting and working with Backers to reach a mutually satisfactory resolution, which may include refunding Pledges if Organisations are unable to fulfil any of their commitments (including providing any Rewards) or if Organisations will be applying the funds received through the Fund for a purpose that is different to the purpose of their submitted Project;
- f) paying all fees applicable taxes (including income tax and VAT or similar taxes) connected with participating in the Fund, receiving Pledges and offering Rewards;
- g) not taking any action or making any business or other decision in reliance on having their Project made live on the Fund Webpage or on having any funds from Pledges until cleared funds are received into the Organisation's bank account.

5.2. If Project Owners and Organisations wish to apply the funds received through the Fund for a purpose that is different to the purpose of their submitted Project, Project Owners must first seek approval from Aviva (by email to [communityfund@aviva.com](mailto:communityfund@aviva.com)) before proceeding to apply funds to the new purpose. If Aviva approves use of the funds for the new purpose, Project Owners must notify all Backers who have pledged funds to the Project that funds will be used for the new purpose. If any Backer does not want to support the new purpose, Project Owners or Organisations (as appropriate) must refund that Backer's Pledge.

5.3. Projects Owners are expected to complete an online impact assessment form within 12 months of the closure of their Project.

## **6. Fees payable on Pledges**

- 6.1. There is no charge for submitting a Project to the Fund and no fees will be payable if Projects are withdrawn from the Fund without any payment of Pledges to an Organisation.
- 6.2. If an Organisation chooses to withdraw Pledges, Crowdfunder will deduct fees from the Pledges before they are transferred to an Organisation as follows:

<b>Pledge type</b>	<b>Platform Fee</b>	<b>Transaction Fee</b>
Aviva Pledges	0%	0%
All other Pledges	3% + VAT	UK/EU cards: 2.4% + 20p (per pledge) + VAT All other cards: 3.25% + 25p (per pledge) + VAT

- 6.3. These fees are set by Crowdfunder. Any discount on fees that Crowdfunder may offer on its public crowdfunding platform to causes that are not connected with the Fund will not apply to Projects participating in the Fund unless otherwise stated in these Aviva Community Fund terms and conditions.
- 6.4. All fees payable by Organisations on Pledges are subject to Value Added Tax (“VAT”) at the applicable rate in force from time to time. VAT is assessed on the above fees and not the total Pledges raised by a Project. Organisations are solely responsible for ensuring that they are registered for VAT or similar sales tax as required by the applicable laws of the jurisdiction in which the Organisation is established.
- 6.5. Organisations will receive Pledges in accordance with Crowdfunder’s terms of use (see paragraphs B.2.4 and B.2.5 at <https://www.crowdfunder.co.uk/terms-conditions>).

## **7. How to fundraise for your Project**

- 7.1. The exact dates of the next Entry Date, Live Date and Cohort End Date will be confirmed on the Fund Webpage.
- 7.2. Project Owners can make up to three (3) Submissions for the benefit of the same Organisation in any 12 month period, provided the Projects the subject of the Submissions are separate and distinct.
- 7.3. A Project Owner’s or an Organisation’s fundraising activities must not include unscheduled attendances at Aviva premises or targeting of Aviva employees or people associated with Aviva employees via social media or other communication channels (unless the Project Owner or Organisation has a genuine, pre-existing relationship with the Aviva employee or any person associated with an Aviva employee).

### **Moderation Stage**

- 7.4. To apply to the Fund, a Project Owner must go to the Fund Webpage, register and complete an eligibility self-assessment before the Entry Date.
- 7.5. Each self-assessment will be moderated by Crowdfunder to determine if the responses are consistent with the Eligibility Criteria. Project Owners will be notified by Crowdfunder by email if their Project has been accepted to participate in the Fund. Moderation may take up to two (2) working days but could take longer depending on the volume of applications to the Fund and/or if Crowdfunder needs to conduct additional moderation (including corresponding with Project Owners directly). Successful moderation does not mean that a Project will ultimately progress to the Fundraising Stage.
- 7.6. Project Owners will be notified by Crowdfunder by email if their Project does not pass moderation. Such Projects



may not continue in the Fund but Project Owners will receive access to Aviva’s educational materials and may continue to separately fundraise on Crowdfunder’s main platform.

7.7. Projects will be grouped into Cohorts. All Projects submitted to the Fund before the next occurring Entry Date that are successfully moderated may participate in the next occurring Cohort.

### **Accelerator Stage**

7.8. Following the Entry Date, Project Owners may participate in the Accelerator Stage during which time they will develop their Submission. Project Owners will have access to Aviva’s educational materials and will have the opportunity to work with a Crowdfunder coach to help develop their Submission.

7.9. During the Accelerator Stage, Project Owners must set an Initial Funding Target and choose a funding model.

- a) The maximum Initial Funding Target for any Project is £50,000. Project Owners may set a Stretch Funding Target if the Initial Funding Target is met.
- b) There are two (2) funding models – All Or Nothing and Keep What You Raise. The differences between the funding models relate to whether Pledges are received if the Initial Funding Target is not met and how long Projects can fundraise for on the Fund Webpage, as follows:
  - i. **“All Or Nothing”** – Organisations will receive Pledges if the Initial Funding Target is met within one (1) month of the Cohort End Date, i.e. the **“Long Stop Date”** (for the avoidance of doubt, this date is after the Cohort End Date). All Or Nothing Projects that do not meet the Initial Funding Target by the Long Stop Date will automatically close. Projects will not be entitled to receive any Pledges and Pledges will be refunded to Backers and Aviva. All Or Nothing Projects that close unsuccessfully may be re-submitted in a later Fund Cohort, but Pledges cannot be transferred from an earlier Project to a later Project.
  - ii. **“Keep What You Raise”** – Organisations will receive all Pledges made by the Cohort End Date, regardless of whether the Initial Funding Target has been met.
  - iii. Projects cannot be Forever Funding Projects until after the Long Stop Date and only if the Initial Funding Target has been met.

7.10. Crowdfunder will conduct due diligence on the Submission and Project during the Accelerator Stage to determine whether the Eligibility Criteria are met. Crowdfunder may request additional information and evidence from Project Owners for this purpose. Crowdfunder will notify Project Owners by email if Submissions and Projects do not meet the Eligibility Criteria. Submissions and Projects that do not meet the Eligibility Criteria may not progress to the Fundraising Stage but Project Owners will receive access to Aviva’s educational materials and may continue to separately fundraise on Crowdfunder’s main platform.

### **Fundraising Stage**

7.11. Crowdfunder will notify Project Owners by email if their Submission and Project will be made live on the Fund Webpage on the Live Date.

7.12. Backers and Users can find and view Projects by searching on the Fund Webpage or the Crowdfunder webpage (<https://www.crowdfunder.co.uk/search/projects>).

7.13. Project Owners, and the Organisations they act on behalf of, may offer Rewards in connection with their Project. The offering of Rewards must be in accordance with Crowdfunder’s terms of use. Aviva employees who pledge funds in Employee Wallets are not entitled to receive Rewards.

- 7.14. Projects will remain available for fundraising on the Fund Webpage until at least the Cohort End Date. After the Cohort End Date, Keep What You Raise Projects can choose to either close or extend to the Long Stop Date and continue to receive Pledges. All Or Nothing Projects will remain open until the Long Stop Date and continue to receive Pledges.
- 7.15. After the Long Stop Date, Projects will either close or, if the Initial Funding Target has been met, Project Owners may choose for their Projects to become Forever Funding. Forever Funding Projects can fundraise on the Crowdfunder webpage indefinitely but cannot receive further Aviva Pledges. Forever Funding Projects will be subject to Crowdfunder's terms of use (see <https://www.crowdfunder.co.uk/terms-conditions>)

### **Aviva Pledges**

- 7.16. Aviva's sponsorship of Projects will be via Employee Wallets. In the Fundraising Stage of each Cohort, Aviva will fund Employee Wallets and employees of Aviva may allocate the funds in Employee Wallets to Projects as they see fit until the Cohort End Date.
- 7.17. If any funds in Employee Wallets remain unallocated at the Cohort End Date, Aviva will distribute remaining funds at its sole discretion.
- 7.18. Aviva is not obliged to make Pledges to any Projects outside of the funds in Employee Wallets.
- 7.19. Aviva employees are prohibited from offering to make or making Pledges at the request of any public official or to obtain an advantage in a business transaction or other business matter. Pledges made in such circumstances may constitute bribery under the UK Bribery Act and may result in disciplinary action.

**Temporary change from October 2022:** Projects that are aligned with the Financial Wellbeing funding area, or Organisations with core missions that are aligned with the Financial Wellbeing funding area, will receive match funding from Aviva. Aviva will match Pledges pound for pound up to £250, between 4 October 2022 and 31 December 2022 or until the match funding by Aviva totals £2 million. So, if your Project receives a Pledge of £50, Aviva will donate £50. If your Project receives a Pledge of £500, Aviva will donate £250. Match funding will be given on the first Pledge made to your Project by any Backer and not for repeat Pledges by any Backer. A maximum of £50,000 of match funding is available for any Organisation. All Or Nothing Projects must reach their Initial Funding Target by the Long Stop Date to receive match funding. Forever Funding Projects are not eligible to receive match funding.

## **8. Closing Projects and receiving Pledges**

- 8.1. Fees will be payable on any Pledges withdrawn by Organisations. Crowdfunder will deduct fees before transferring Pledges to Organisations. See section 6 (Fees payable on Pledges) above and paragraphs B.2.4 and B.2.5 of Crowdfunder's terms of use at <https://www.crowdfunder.co.uk/terms-conditions>.
- 8.2. Project Owners may withdraw their Submissions and Projects from the Fund at any time provided there are no outstanding commitments to provide Rewards. When Keep What You Raise Projects are closed, all Pledges received up to that point will be transferred to Organisations. When All Or Nothing Projects are closed, Pledges will only be transferred to Organisations if their Initial Funding Target was met. If All Or Nothing Projects are closed without meeting their Initial Funding Target, all Pledges will be cancelled and refunded to Backers and Aviva.
- 8.3. After the Cohort End Date:
- a) Project Owners for Keep What You Raise Projects can choose to close their Project or extend to the Long



Stop Date.

- b) All Pledges to closed Keep What You Raise Projects and any closed All Or Nothing Projects that have met their Initial Funding Target will be transferred to Organisations in accordance with Crowdfunder's terms of use (see paragraphs B.2.4 and B.2.5 at <https://www.crowdfunder.co.uk/terms-conditions>).

#### 8.4. After the Long Stop Date:

- a) All Projects will close unless the Project Owner chooses for their Project to become Forever Funding. This is only available for open Projects that have met their Initial Funding Target. Forever Funding Projects can fundraise on the Crowdfunder webpage indefinitely but cannot receive further Aviva Pledges. Forever Funding Projects will be subject to Crowdfunder's terms of use (see <https://www.crowdfunder.co.uk/terms-conditions>).
- b) All Pledges to Keep What You Raise Projects and All Or Nothing Projects that have met their Initial Funding Target will be transferred to Organisations in accordance with Crowdfunder's terms of use (see paragraphs B.2.4 and B.2.5 at <https://www.crowdfunder.co.uk/terms-conditions>).
- c) All Or Nothing Projects that have not met their Initial Funding Target by the Long Stop Date will be automatically closed and there will be no entitlement to receive Pledges. All Pledges will be refunded to Backers and Aviva.

## 9. How to sponsor a Project or send a message to a Project

- 9.1. To sponsor a Project, Backers must go to the Fund Webpage and register.
- 9.2. Backers can browse Projects on the Fund Webpage or find specific Projects by searching on the Fund Webpage or the Crowdfunder webpage (<https://www.crowdfunder.co.uk/search/projects>). Backers can pledge any amount they choose and may elect to receive a Reward (if available). Crowdfunder will need to process a Backer's payment information for this purpose.
- 9.3. Backers and Users may send messages to Projects. Users of the Fund Webpage must first register before they can send messages to Projects.
- 9.4. Aviva and Crowdfunder reserve the right, in their sole discretion, to remove messages to Projects from the Fund Webpage for any reason.

## 10. Intellectual property rights

- 10.1. In making a Submission to the Fund or sending a message to a Project, you agree to grant to Aviva a non exclusive, worldwide, irrevocable licence to the intellectual property rights in your Submission, message and any other material you provide to us to use in any way we see fit. You also agree to waive any moral rights which you may have in your Submission, message and any other material you provide to us.
- 10.2. You warrant that your Submission, message and any other material you provide to us:
  - a) is owned and controlled by you and that you have the right, power and authority to grant us a licence to the intellectual property rights;
  - b) is not subject to any conflicting agreements which might restrict how we use your Submissions, messages or any other material you provide to us;
  - c) will not infringe the intellectual property rights of any third party;

- d) in respect of images or videos that identify individuals, that you have the consent to use such material and that the individual (or each individual, as applicable) has waived their rights in relation to such material. If an image or video is of a person under 18 years of age, parental or guardian consent must be obtained to use that material. You must produce evidence of the required consents at Aviva's or Crowdfunder's request or your Submission and Project may be removed from the Fund.

## **11. Information about winners and publicity**

- 11.1. Aviva may make information about Organisations that receive funding through the Fund available to indicate that a valid competition took place.
- 11.2. Organisations that receive funding may be asked to participate in publicity or promotion organised by the Aviva Community Programme.