

## **CROWDFUNDER AND PORTSMOUTH CITY COUNCIL**

### **#BACKTHEFUTURE**

## **PORTSMOUTH CLIMATE CHALLENGE**

### **TERMS AND CONDITIONS**

These Terms and Conditions apply to the Crowdfunder and Portsmouth City Council #BackTheFuture: Portsmouth Climate Challenge (to be referred to as the “Challenge”).

By entering the Challenge, as an Entrant you agree to be bound by the following Terms and Conditions:

1. The Promoter is Crowdfunder Ltd, C-Space, 5-7 The Crescent, Newquay, TR7 1DT (Crowdfunder, Crowdfunder.co.uk) working with the Funder; Portsmouth City Council (PCC), Civic Offices, Guildhall Walk, Portsmouth PO1 2AL.
2. The Challenge opens for entries at 7:00 pm on Thursday 15 July 2021 (the “Opening Date”) and closes at 7:00 pm on Thursday 12 August 2021 (the “Closing Date”) (the “Promotional Period”). No entries will be accepted before the Opening Date or after the Closing Date.
3. Entries which do not fully comply with the Terms and Conditions of the Challenge or which are delayed, duplicated, incomplete, illegible, submitted via an alternative method or lost through technical problems will be disqualified. No liability is accepted for such entries. Proof of submission online will not be accepted as proof of entry.

### **ELIGIBILITY**

In order to enter the Challenge entrants must satisfy the following eligibility criteria:

4. Entrants must be 18 years of age or over and a UK resident at the time of entering the Challenge.
5. Entrants must be acting on behalf of a non-for-profit constituted organisation operating within the area administered by PCC with at least 75% of the people benefiting from your project living in that administered area and seeking to benefit their local community.
6. Entries must demonstrate they support PCC’s climate emergency response through meeting the following fundraising theme:

- a. Raising money for projects and activities that will help Portsmouth become carbon neutral and tackle climate change.
7. Entrants must follow these steps to enter:
  - a. Submit 100 words or less in writing about their project and specify how it meets the Challenge criteria;
  - b. Confirm their details including name and email address at <https://www.crowdfunder.co.uk/backthefuture/portsmouth>
8. In order to be eligible to receive the match funding the up to ten (10) successful Entrant(s) will need to launch a crowdfunding project on Crowdfunder.co.uk between 9:00 am on Monday 11 October 2021 and 12:00 pm on Friday 15 October 2021.
9. Entrants' Crowdfunder campaigns are required to close successfully before 12:00 pm Friday 12 November 2021.
10. Entrants will need to run a **Standard crowdfunding campaign** (3% + VAT platform fee, and a transaction fee of 1.9% + 23p (per pledge) + VAT on UK/EU cards) on Crowdfunder.co.uk to be eligible for the match funding. See [here](#) for more information on funding options and applicable fees.
11. Entrants must ensure compliance with relevant legal and regulatory requirements and where applicable to their project, obtain any necessary permissions and/or licences, have appropriate insurance cover in place, and comply with state aid requirements.
12. Entrants warrant that the entry is their own original work.
13. Entries are to be registered in the name of the individual or organisation who will represent the entry throughout the duration of the campaign. No material changes to any submissions are permitted to information provided by an Entrant after the Closing Date.
14. Entrants must ensure they have consent from any other project or organisation owners who have any rights or interest in relation to the project and/or content of any materials used for the project, before entering the Challenge.
15. By entering the Challenge, Entrants agree and warrant that all information submitted is true, current and complete.

## **PARTICIPANTS AND MATCH FUNDING AWARDS**

16. The decision of the Promoter is final and no correspondence or discussion will be entered into.

17. The Promoter will aim to select a shortlist of up to ten (10) Entrants to take part in the Challenge (“Participants”) based on the Entrant’s project concept, its impact, its perceived viability and ability to meet the Challenge criteria and fundraising theme identified in clause 6.
18. On Friday 10 September 2021, the Promoter will announce the Participants from those entries submitted during the Promotional Period. Participants will be notified by email before being announced publicly on the Promoters social channels.
19. The Promoter will publish and/or make available information that indicates that a valid award took place. To comply with this obligation the Promoter will publish details of the Participants on the website and in relevant literature which will also be made available, to anyone who emails or writes to the Promoter within one month after the Closing Date of the Challenge.
20. If you object to any or all of your surname, county and winning entry being published or made available, please contact the Promoter. In such circumstances, the Promoter must still provide the information and winning entry to the Advertising Standards Authority on request.
21. The total amount of match funding available in the aggregate for all of the Participants is thirty thousand pounds (£30,000).
22. The match funding available will be split into two (2) pots:
  - a. Pot 1 - Ten thousand pounds (£10,000) will be available to all the Participants that reach Milestone 1 by 12:00 pm (midday) on 12 November 2021. This funding will be ring-fenced to ensure every Participant reaching Milestone 1 may receive a match funding pledge of £1,000 from PCC.
  - b. Pot 2 - Twenty thousand pounds (£20,000) will be available on a first come first served basis for the Participants that go on to reach Milestones 2 and 3 as detailed in clause 25 until the match funding Pot 2 is used up.
23. On 15 November 2021 any unspent funds from Pot 1 will be transferred to Pot 2 and distributed to Successful entrants who reached milestones 2, and 3, in the order that they reached their next milestone.
24. To be eligible for any match funding, the Participants must first receive at least 30 unique supporters via their Crowdfunder campaigns before they can access the first £1,000 match funding pledge.
25. The milestones are as follows:

- a. Milestone 1 - the Participant raises £1,000, they receive a £1,000 match funding pledge from PCC (subject to having already received 30 unique supporters);
- b. Milestone 2 - raise a further £1,500 from the crowd (total amount raised £3,500), receive a £1,500 match funding pledge from PCC (subject to having already received 30 unique supporters and there being match funding available in the match funding Pot 2);
- c. Milestone 3 - raise a further £2,500 from the crowd (total amount raised £7,500), receive the final £2,500 match funding pledge from PCC (subject to having already received 30 supporters and there being match funding available in the match funding Pot 2).

As an example, Project A goes live with a target of £10,000. Before they can access the match funding they have to receive at least 30 supporters e.g. if Project A raises £1,000 from 25 supporters, they won't receive the £1,000 match funding pledge until they have received at least 30 supporters. Once Project A has raised £1,000 from at least 30 supporters, Milestone 1 will be activated and they will receive the first £1,000 match funding pledge. They will also be in a position to activate Milestone 2 and Milestone 3, depending on the fund still being available in the match funding Pot 2.

26. The maximum PCC match funding per project is five thousand pounds (£5,000).
27. The match funding will be represented as pledges on the Participants' Crowdfunder project page and are subject to a 5% + VAT Crowdfunder fee.
28. Participants are also eligible to apply to take part in the future #BackTheFuture: Portsmouth Climate Challenge campaigns.
29. The match funding must have been spent by the Participant before Thursday 31 March 2022.
30. If one or more of the Participants drop out of the Challenge, it is at the Promoter and Funder's discretion to invite a runner up.

## **GENERAL**

31. Entrants are responsible for all expenses incurred as a result of participating in this campaign and claiming their pledges. This may include, but is not limited to, costs associated with the production of a promotional video, purchasing images or promoting the project.

32. By accepting the pledge, you agree to be the subject of, and participate in, a case study to be published on the Promoter's and the Funder's web and social channels for the purposes of promoting the Promoter's and the Funder's services and/or future campaigns if the Promoter or Funder requests it. By entering into the campaign you are providing your consent for this activity.
33. You agree that the Promoter may, but are not required to, make your entry available on its website and any other media, whether now known or invented in the future, and in connection with any publicity of the Challenge. You agree to grant the Promoter a non-exclusive, worldwide, irrevocable licence, for the full period of any intellectual property rights in the Challenge entry and any accompanying materials, to use, display, publish, transmit, copy, edit, alter, store, re-format and sub-licence the Challenge entry and any accompanying materials for such purposes.
34. The Promoter reserves the right to cancel or amend the campaign or these Terms and Conditions at any stage for any reason. The Promoter will endeavour to minimize the effect of any such cancellation or amendment on Entrants in order to avoid disappointment.
35. If you have opted in to receive marketing and communications from the Promoter then by entering this campaign and providing your details you are providing your consent for the Promoter and relevant partners to use your personal information to contact you with information about products and services, special offers and rewards. From time to time, the Promoter may contact you by mail, telephone, email, and other electronic messaging services (such as text, voice, sound or image messages including using automated calling systems). It may be necessary to transfer your information to another country. If we do we will make sure that it is given the same levels of protection as needed under the UK Data Protection legislation.
36. By entering your project on <http://www.crowdfunder.co.uk>, you agree for the details of your name and your project, including supplied photos, written pitch and videos, to be made public on <http://www.crowdfunder.co.uk> and the Funder's social media.
37. You confirm and warrant that no aspect of your participation in this campaign will infringe the intellectual property rights or other rights of any third party and that you have consent to use any third party information and materials used to support your entry.
38. The Promoters accept no responsibility or liability for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft, destruction, alteration of, or unauthorised access to entries, or entries lost, incomplete or delayed whether or not arising during operation or transmission as a result of server failures, virus, bugs or other causes outside its control. All lost, damaged or incomplete entries will be deemed invalid.
39. Illegible, incomplete or fraudulent entries will be rejected. Any entrant who enters or attempts to enter the campaign in a manner which in the Promoter's reasonable

determination is contrary to these Terms or unfair to other entrants (including without limitation tampering with the operation of the campaign, cheating, hacking, deception or any other unfair practices such as intending to annoy, abuse, threaten or harass any other entrant, or the Promoter and/or any of their agents or representatives) may be rejected from the campaign at the Promoter's sole discretion. Where such actions have significantly impaired the campaign, the Promoter may, at their sole discretion, vary the campaign as it deems reasonably necessary in order to resolve any problems arising as a result of such actions.

40. Proof of entry shall not be proof of delivery or receipt. Only entries received in accordance with these Terms and Conditions and the instructions will be accepted. The Promoter will make reasonable attempts to contact Participants by email. If a Participant declines the selection or fails to respond to a notification within 5 days the Participant will be deemed to have declined the selection and withdrawn their entry from the Challenge and another Entrant may be selected as a Participant at the Promoter's discretion.
41. The Promoter, in their sole discretion, may disqualify any Entrant at any stage where they believe that an Entrant has provided untruthful, inaccurate, misleading details and/or information and/or is otherwise in breach of these Terms and Conditions.
42. The Promoter will only process personal data in accordance with the Promoter's privacy policies which are available at the following link(s): [Crowdfunder's privacy policy](#). The Funder will only process personal data for the purpose of this Challenge in accordance with the Funder's privacy policies which are available at the following link(s): [PCC privacy policy](#).
43. By entering the campaign, you are deemed to accept these Terms and Conditions of Challenge. The Promoter may, at their sole discretion, change the dates of entry into the campaign and/or the dates on which the campaign will be promoted and the Promoter reserves the right to alter, amend or withdraw these Terms and Conditions and/or the campaign without liability and without prior notice.
44. These Terms and Conditions are governed by and constructed and performed in accordance with the laws of England and Wales. The courts of England shall have exclusive jurisdiction over any dispute or claim arising out of or in connection with these Terms.