

## Crowdfunder and Royal Bank of Scotland Good to go! food business campaign Full Terms and Conditions 2.0 07.08 SW

These Terms and Conditions apply to the **Crowdfunder**, and **Natwest Holdings** Festival and Food campaign (to be referred to as the "Campaign"). By entering the Campaign, entrants agree to be bound by the following Terms and Conditions:

- The Back Her Business team (BHB team) are Crowdfunder Ltd, C-Space, 5-7 The Crescent, Newquay, TR7 1DT (Crowdfunder, Crowdfunder.co.uk); and Natwest Holdings (RBS), 36 St Andrew Square, Edinburgh, United Kingdom, EH2 2YB.
- 2. Crowdfunder are the sole promoters of the Campaign. Natwest Holdings (RBS) are the sponsors and will provide the grant funding.
- 3. The Campaign opens at 10:00 am on Monday 19th August 2019 (the "Opening Date").
- 4. Entries not in accordance with the entry instructions are invalid and entries which are delayed, duplicated, incomplete, illegible, submitted via an alternative method or lost through technical problems will be disqualified. No responsibility is accepted for such entries. Proof of submission online will not be accepted as proof of entry.
- 5. Entrants must be 18 years of age or over and be a UK resident.
- 6. To enter, entrants must follow these steps:
  - 6.1. Submit 100 words or less about their project and how it meets the Campaign criteria outlined in clause 7 below,
  - 6.2. Confirm their details including name, email, organisation name, project overview and mobile number.
- 7. Entries must meet the following Campaign criteria:
  - 7.1. Project-owner must;
    - 7.1.1. identify as a female
    - 7.1.2. live in the UK
  - 7.2. Project must be;
    - 7.2.1. UK based
    - 7.2.2. either majority (50-100%) owned or controlled by women and/or women-led (a woman must be responsible for the day-to-day decision making)
  - 7.3. Meet all eligibility criteria for the Back Her Business programme
  - 7.4. In order to receive the matchfunding pledge the eligible entrant(s) will need to launch a crowdfunding project on Crowdfunder.co.uk and must receive at least 30 unique supporters via their Crowdfunder campaigns before they can access the first £500 match-funding pledge.
  - 7.5. The milestone are as follows:
    - a) Milestone 1 the successful entrant raises £500-£999, they receive a £500 match-funding pledge (subject to having already received 30 supporters);
    - b) Milestone 2 raise a total of £1,000-£1,999 and, receive a total of £1,000 match-funding
    - c) Milestone 3 raise a total of £2,000 or more, receive a total of £2000 match-funding.
    - 7.5.1. As an example, 'Project A' has a crowdfunding target of £4,000. When Project A raises £500, from at least 30 backers, a £500 matchfunding pledge will appear on



Project A's page. If Project A goes on to bring the total raised from the crowd to £1,000, an additional £500 will be applied to the matchfunding pledge to a total of £1,000. If Project A goes on to bring the total raised from the crowd to £2,000, an additional £1,000 will be applied to the matchfunding pledge to a total of £2,000.

- 7.5.2. Milestones must be met to increase the matchfunding pledge. For example, if Project A raises a total of £1,600 from the crowd, the matchfunding pledge will be £1,000, as Project A did not meet the final milestone of £2,000 raised from the crowd.
- 7.5.3. If Project A raises any milestone amount from less than 30 backers, no matchfunding pledge would be given.
- 7.6. All eligible entrants are required to put their crowdfunding project live on Crowdfunder.co.uk and one of the Back Her Business websites (depending on entrants location) by midday on the 4<sup>th</sup> of November 2019. Projects that successfully complete their Crowdfunding campaign and are therefore due to receive the matchfunding pledge will be contacted by the Back Her Business team via email once the winning entrant(s) Crowdfunder campaign reaches its required target.
- 7.7. Entrants confirm that the entry is their own original work.
- 7.8. Entries are to be registered in the name of the individual or organisation who will represent the entry throughout the duration of the Campaign.
- 7.9. Entrants must ensure they have consent from any other project or organisation owners before entering the Campaign.
- 8. Entrants are required to provide;
  - 9. Valid contact details including:
    - 9.1. your name;
    - 9.2. business name;
    - 9.3. email address;
    - 9.4. mobile number;
    - 9.5. social media profile(s)
    - 9.6. post code.
  - 10. And, answer the following:
    - 10.1. Tell us in no more than 100 words about your project and how it matches the campaign criteria
- 11. By entering the Campaign, you hereby confirm that all information you submit is true, current and complete.
- 12. Winners and matchfunding pledge
  - 12.1. At 2:00 pm on the 29th of August 2019 the Back Her Business team will announce the eligible entries from those submitted during the previous application period. Eligible entries will be notified by email.
  - 12.2. The Back Her Business team's decision in respect of all matters to do with the Campaign will be final and no correspondence will be entered into.
  - 12.3. The eligible entrant(s) will have the chance to receive a matchfunding pledge of up to £2,000 subject to being eligible, and joining, the Back Her Business programme and successfully completing a crowdfunding campaign.
  - 12.4. The Back Her Business matchfunding pledge will be represented as a pledge on the winning entrants crowdfunder project page and will not incur Crowdfunder's 3% fee.
- 13. General



- 13.1. Entrants are responsible for all expenses incurred as a result of participating in this Campaign and claiming their matchfunding pledge. This may include, but is not limited to, costs associated with the production of a promotional video, purchasing images or promoting the project.
- 13.2. By accepting the matchfunding pledge, winners agree to be the subject of, and participate in, a case study to be published on the Back Her Business web and social media channels for the purposes of promoting the Back Her Business services and/or future Campaigns. By entering into the Campaign you are providing your consent for this activity.
- 13.3. The Back Her Business team reserve the right to cancel or amend the Campaign or these terms and conditions at any stage but will only do so for reasons outside of their reasonable control. The Back Her Business team will endeavour to minimize the effect of such cancellation or amendment on participants in order to avoid disappointment.
- 13.4. If you have opted in to receive marketing and communications from the Back Her Business team then by entering this Campaign and providing your details you are providing your consent for the Back Her Business team 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 Back Her Business team 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) or fax for these purposes. If may be necessary to transfer your information to another country. If we do we will make sure that it is given the same level of protection as needed under the UK Data Protection Act.
- 13.5. By entering your project on http://www.crowdfunder.co.uk, you agree for the details of your organisation name and your project, including supplied photos, written pitch and videos, to be made public on <a href="https://natwestbackherbusiness.co.uk/">https://www.crowdfunder.co.uk</a>, and either <a href="https://natwestbackherbusiness.co.uk/">https://natwestbackherbusiness.co.uk/</a>, <a href="https://ulsterbankbackherbusiness.co.uk/">https://ulsterbankbackherbusiness.co.uk/</a> and the Back Her Business's social media channels.
- 13.6. 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.
- 13.7. The Back Her Business team 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.
- 13.8. Illegible, incomplete or fraudulent entries will be rejected. Any entrant who enters or attempts to enter the Campaign in a manner which in the Back Her Business teams' 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 Back Her Business team and/or any of their agents or representatives) may be rejected from the Campaign at the Back Her Business teams' sole discretion. Where such actions have significantly impaired the Campaign, the Back Her Business team 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.
- 13.9. Proof of entry shall not be proof of delivery or receipt. Only entries received in accordance with these Terms and the instructions will be accepted. Failure to respond to a notification within a reasonable time may result in disqualification and another entrant may be selected at the Back Her Business teams' discretion. In the event that the entrant declines the selection, the Back Her Business team may elect, at their discretion, to select another entrant. The Back Her Business team will make reasonable attempts to contact successful entrants. If no acknowledgement is received in response to such attempts, the Back Her Business team may reallocate the place.



- 13.10. The Back Her Business team, in their sole discretion, may disqualify any entrant at any stage for providing untruthful, inaccurate, misleading details and/or information and/or is otherwise in breach of these Terms.
- 13.11. If applicable the Back Her Business team may use your organisation's data as set out in their respective privacy policies available at the following links: <u>Crowdfunder privacy policy</u> and <u>Royal Bank of Scotland privacy policy</u>.
- 13.12. By entering the Campaign, you are deemed to accept these Terms and all other terms and conditions. The Back Her Business team 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 Back Her Business team reserve the right to alter, amend or withdraw these Terms and/or the Campaign without liability and without prior notice.
- 13.13. These Terms are governed by and construed 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. For information on the projects in the Campaign you can contact Crowdfunder Ltd via <a href="http://support.crowdfunder.co.uk/support/tickets/new">http://support.crowdfunder.co.uk/support/tickets/new</a>.