



**LOTTERY FUNDED**

## CREATIVE SCOTLAND CROWDMATCH 2023

### COMPETITION TERMS AND CONDITIONS

These Terms and Conditions apply to the Crowdfunder ‘Creative Scotland Crowdmatch’ 2023 promotional campaign (to be referred to as the “Competition”). By entering the Competition, as an entrant you agree to be bound by the following Terms and Conditions:

1. The Promoter is Crowdfunder Ltd at C-Space, 5-7 The Crescent, Newquay, TR7 1DT (Crowdfunder, Crowdfunder.co.uk) and Creative Scotland a public body established by the Public Services Reform (Scotland) Act 2010 with a place of business at Waverley Gate, 2-4 Waterloo Place Edinburgh EH1 3EG.
2. The Competition opens for entries at 9:00 am on Monday 23 January 2023 (the “Opening Date”) and closes at 12:00 pm on Sunday 12 February 2023 (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 Competition 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 Competition 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 Competition.
5. Entrants must be based in Scotland.
6. Entrants can be:
  - a. Individuals – this includes, but is not restricted to, individual artists and creative practitioners who are writers, musicians, craft makers, fashion designers, dancers,

visual artists, producers, curators, digital artists or those working in film, theatre, publishing or any of the creative industries.

- b. Groups or Collaborations – un-constituted creative groups such as bands, ensembles or any partnerships where two or more people usually work together on projects are eligible. Additionally, individuals can apply jointly, on an artistic collaboration for example, but one applicant will have to take the lead and assume responsibility for managing the application and any finance awarded.
  - c. Creative businesses – you can apply to participate if you're a creative business based in Scotland and your work or project is related to any of the arts, screen or creative industries. In the entry form you'll be asked to tell us what type of creative business you are.
  - d. Organisations or individuals in receipt of other Creative Scotland funding including RFOs and Open Fund grant recipients - providing the funding is for a different activity to that for which funding has already been awarded.
7. Entrants cannot be:
- a. Previous winners of a Creative Scotland matched crowdfunding award.
  - b. Recipients of Screen Scotland Short Circuit or Little Pictures funding
  - c. Individuals working in sectors outside the arts, screen and creative industries and seeking funding for non-artistic or non-creative activity (this includes sectors like tourism, sports, and the museums and heritage sector).
  - d. Students.
  - e. Academic bodies (Schools, FE Colleges and/or HE Institutions).
  - f. Academics or other education professionals seeking funding related to their educational role.
8. Entries must demonstrate they aim to run a crowdfunding campaign for a project in one of the following themes:
- a. Arts
  - b. Screen
  - c. Creative industries
9. Entrants must follow these steps to enter:
- a. Visit the competition entry available at <https://www.crowdfunder.co.uk/funds/creative-scotland-crowdmatch> or on Crowdfunder's Facebook page.
  - b. Provide their details including name, email, organisation name, phone number, social media accounts and other requested information.
  - c. Submit 100 words or less in writing about their project and specify how it meets the Competition criteria.
10. In order to be eligible to receive a match funding pledge from Creative Scotland, the successful entrant(s) will need to launch a crowdfunding project on Crowdfunder.co.uk between 9:00 am on Monday 20 March 2023 and 12:00 pm on Friday 21 April 2023.

11. Entrants will need to run a crowdfunding campaign on Crowdfunder.co.uk to be eligible for the match funding. See [here](#) for more information on funding options.
12. 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.
13. Entrants warrant that the entry is their own original work.
14. 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.
15. 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 Competition.
16. By entering the Competition, Entrants agree and warrant that all information submitted is true, current and complete.

#### SUCCESSFUL ENTRANTS AND MATCH-FUNDING AWARDS

17. The decision of the Promoter is final and no correspondence or discussion will be entered into.
18. The Promoter will select a shortlist of up to 40 Successful entrants to join the campaign based on the entrant's project concept, its impact, its perceived viability and ability to meet the Competition criteria.
19. On, or before Friday 17 February 2023, the Promoter will inform the Successful entrants from those submitted during the promotional period. Successful entrants will be notified by email.
20. 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 Successful entrants 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 competition.
21. If you object to any or all of your surname, county and successful 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.

22. The Successful entrants will have the chance to receive up to ten thousand pounds (£10,000) in match-funding from Creative Scotland subject to successfully completing a crowdfunding campaign on Crowdfunder.co.uk as explained below.
23. The total amount of match-funding available in the aggregate for all of the Successful entrants is one hundred and fifty thousand pounds (£150,000).

#### PLEDGE CRITERIA

24. The Successful entrants (“you”) will be offered match funding of up to 50% towards your initial crowdfunding target, up to a maximum of £10,000. This offer will be valid for the period of the Competition only.

If you wish to make any changes to your campaign target, or any significant changes to your rewards or other page content you must notify us.

To receive match funding, the following conditions apply:

1. For every donation made towards your project we'll match it up to £250, so if your project receives a donation of £20 we'll add another £20, if your project receives a donation of £600 then you'll receive an additional £250.
2. Only one donation per supporter will be matched (we will not provide match funding where a supporter is deemed to have made multiple donations).
3. You must receive donations from a minimum of 25 unique Supporters. To verify whether Supporters are unique we will take account of information including, but not limited to: name, address, email addresses and payment card used.
4. Your project must reach 100% of its target before closing in order to secure the match funding pledges.
5. Creative Scotland match funding will only be available from 9:00 am on Monday 20 March 2023 until 12:00 pm on Friday 21 April 2023

If the project fails to reach the minimum 25 unique supporters and/or 100% of the target, the Creative Scotland match funding pledges will be cancelled. The Project owner will be encouraged to review what went wrong and, if appropriate, to attempt to crowdfund again.

Creative Scotland reserves the right to vary these pledge criteria; projects will be notified if their pledge criteria will vary from the stated terms above.

25. The maximum Creative Scotland match-funding per project is ten thousand pounds (£10,000).
26. The Creative Scotland match funding will be represented as a pledge on the Participant's Crowdfunder project page and is subject to a 5% + VAT Extra-funding Fee. All Crowdfunder.co.uk projects are subject to Transaction Fees, and where applicable depending on project type, Platform Fees may also apply. See here for more information on applicable fees: <https://www.crowdfunder.co.uk/fees>

27. If one or more of the Successful entrants drop out of the Competition, it is at the Promoter's discretion to invite a runner up.
28. Successful entrants which receive the match-funding will be required to agree to the appropriate obligations on Crowdfunder of Creative Scotland Terms of Funding. These are:
  - a. To acknowledge the Creative Scotland Funding publicly in line with the requirements set out in our Accreditation Guidelines at:  
<https://www.creativescotland.com/resources/our-publications/funding-documents/lo-gos/creative-scotland>
  - b. On completion of the crowdfunding campaign to provide details as required to complete the Creative Scotland End of Project Monitoring Report.

If successful entrants have any questions on accreditation and logo use, could they please contact the Marketing Team at Creative Scotland: [marketing@creativescotland.com](mailto:marketing@creativescotland.com)

## GENERAL

29. 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.
30. By accepting the pledge, you agree to be the subject of, and participate in, a case study to be published on the Promoter's web and social channels for the purposes of promoting the Promoter's services and/or future campaigns if the Promoter requests it. By entering into the campaign you are providing your consent for this activity.
31. You agree that the Promoter may, but is 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 Competition. You agree to grant the Promoter a non-exclusive, worldwide, irrevocable licence, for the full period of any intellectual property rights in the Competition entry and any accompanying materials, to use, display, publish, transmit, copy, edit, alter, store, re-format and sub-licence the Competition entry and any accompanying materials for such purposes.
32. 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) or fax for these purposes. 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 Act.

33. 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 Promoter's social media. All such details can also be made public on <http://www.creativescotland.com> and Creative Scotland social media.
34. 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.
35. The Promoter 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.
36. 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 practises 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.
37. 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 Successful entrant(s) by email. If a Successful entrant declines the selection or fails to respond to a notification within 5 days the Successful entrant will be deemed to have declined the selection and withdrawn their entry from the Competition and another entrant may be selected as a Successful entrant at the Promoter's discretion.
38. 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.
39. The Promoter will only process personal data in accordance with the Promoter and Funder's privacy policies which are available at the following link(s): [Crowdfunder's privacy policy](#) and [Creative Scotland's Privacy Policy](#).

40. By entering the Competition, you are deemed to accept these Terms and Conditions of Competition. The Promoter may, at their sole discretion, change the dates of entry into the Competition and/or the dates on which the Competition will be promoted and the Promoter reserves the right to alter, amend or withdraw these Terms and Conditions and/or the Competition without liability and without prior notice. The Promoter will endeavour to minimise the effect of any such cancellation or amendment on participants in order to avoid disappointment.
41. These Terms and Conditions 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.