

Emerging Entrepreneurs Crowdfunding Challenge 2020

"Competition" Terms and Conditions

These Terms and Conditions apply to the Emerging Entrepreneurs Crowdfunding Challenge 2020 (to be referred to as the "Competition"). By entering the Competition, entrants agree to be bound by the following Terms and Conditions:

- 1. The Promoter is Crowdfunder Ltd, 5-7 The Crescent, Newquay Cornwall, TR7 1DT (Crowdfunder, Crowdfunder.co.uk).
- Crowdfunder is a registered data controller with the ICO (registration number: ZA045926). We respect your right to privacy and will only process personal data you provide to us in accordance with the Data Protection Act 2018 and the General Data Protection Regulations 2016 and other applicable privacy laws. For more information see the Crowdfunder privacy policy by [clicking here **OR** on the website crowdfunder.co.uk].
- 3. By entering the Competition, you agree to the below terms and conditions ("the Terms"), to be bound by the decisions of the Promoters and to receive email notifications as primary communication from them in relation to the competition.

Entering the Competition

- 4. The Competition opens for entries at 9:00 am on Monday 27th July 2020.
- 5. Entrants must be eligible businesses which have been approved onto the Santander Universities Emerging Entrepreneurs Programme 2020.
- 6. Entrants are required to provide valid contact details including:
 - a. Name of the individual representing the organisation;
 - b. Organisation name;
 - c. Email address;
 - d. Mobile number;
 - e. Post code;
 - f. Social media account(s) e.g., Facebook, Twitter.
- 7. By entering the Competition, you hereby confirm that all information you submit is true, current and complete.

Competition rules and Winning Prize

- 8. In order to be eligible to receive the £6,000 prize award the successful entrant(s) will need to launch and run a crowdfunding project on Crowdfunder.co.uk between the 1st September and 29th September 2020.
- 9. The successful entrant(s) will have the chance to receive a six thousand pounds (£6,000) prize from Santander Universities subject to them running a Crowdfunder campaign on <u>www.crowdfunder.co.uk</u> and successfully winning the Competition as explained below.



- 10. Subject to successfully completing a crowdfunder campaign, the six thousand pounds (£6,000) prize award will go to the project that receives the highest 'Engagement Score' through the Crowdfunder platform as explained below.
- 11. The 'Engagement score' is calculated by the number of follows, shares, and pledges that a project receives between 1st September and 29th September.
- 12. A 'follow' will be worth one point each. For the point to be awarded, users must log in or create an account on <u>www.crowdfunder.co.uk</u> when prompted.
- 13. A 'share' will be worth one point each. For the point to be awarded, users must log in or create an account on <u>www.crowdfunder.co.uk</u> before using the social share links on the project page. Shares of social pages or other sources will not be included in the final engagement measurement.
- 14. A 'pledge' will be worth ten points each. The points will be awarded in any of the following scenarios; Users can either donate to a project or pledge on a reward, and users can pledge using the guest checkout or through creating an account on <u>www.crowdfunder.co.uk</u>.
- 15. There is no limit to the number of projects any one user can support but each user may only support each project once. The Promoter reserves the right to remove any supporting engagements (follows, shares or pledges) on a project if it suspects them of being fraudulent.
- 16. On the 29th September 2020 the Promoters will contact the winning projects by email and/or phone to confirm that they have won.
- 17. Due diligence checks will need to be completed by the winner before funds are released. In the event of the winning project not passing the due diligence checks, the Promoter may, at its discretion, award the prize to the project with the next highest overall 'Engagement Score'.
- 18. Projects may go live later than 1st September, but the competition and their project will still close on 29th September 2020.

Extra Funding

19. Participating businesses will not be eligible for extra funding from any of Crowdfunder's other banking and financial services partners; this includes grants from RBS, Natwest and Ulster Bank as part of the Back Her Business programme.

General

- 20. Entrants are responsible for all expenses incurred as a result of participating in this Competition and claiming their pledge award. This may include, but is not limited to, costs associated with the production of a promotional video, purchasing images or promoting the project.
- 21. By accepting the pledge award, winners agree to be the subject of, and participate in, a case study to be published on the Promoters' web and social channels for the purposes of promoting the Promoters' services and/or future Competitions. By entering into the Competition you are providing your consent for this activity.



- 22. The Promoters reserve the right to cancel or amend the Competition or these terms and conditions at any stage but will only do so for reasons outside of their reasonable control. The Promoters will endeavour to minimize the effect of such cancellation or amendment on participants in order to avoid disappointment.
- 23. If you have opted in to receive marketing and communications from the Promoters then by entering this Competition and providing your details you are providing your consent for the Promoters 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 Promoters 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.
- 24. By adding your project on <u>http://www.crowdfunder.co.uk</u>, you agree for the details of your organisations name and your project, including supplied photos, written pitch and videos, to be made public on <u>http://www.crowdfunder.co.uk</u> and the Promoters' social media.
- 25. You confirm and warrant that no aspect of your participation in this Competition will infringe the intellectual property rights or other rights of any third party.
- 26. 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.
- 27. Illegible, incomplete or fraudulent entries will be rejected. Any entrant who enters or attempts to enter the Competition in a manner which in the Promoters' reasonable determination is contrary to these Terms or unfair to other entrants (including without limitation tampering with the operation of the Competition, cheating, hacking, deception or any other unfair practices such as intending to annoy, abuse, threaten or harass any other entrant, or the Promoters' and/or any of their agents or representatives) may be rejected from the Competition at the Promoters' sole discretion. Where such actions have significantly impaired the Competition, the Promoters may, at their sole discretion, vary the Competition as it deems reasonably necessary in order to resolve any problems arising as a result of such actions.
- 28. 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 Promoters' discretion. In the event that the entrant declines the selection, the Promoters may elect, at their discretion, to select another entrant. The Promoters will make reasonable attempts to contact successful entrants. If no acknowledgement is received in response to such attempts, the Promoters may reallocate the place.
- 29. The Promoters, 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.



- **30.** The Promoters may use your personal and organisations data as set out in their respective privacy policies
- 31. By entering the Competition, you are deemed to accept these Terms and all other terms and conditions. The Promoters 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 Promoters reserve the right to alter, amend or withdraw these Terms and/or the Competition without liability and without prior notice.
- 32. 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 winners on the Competition you can contact Crowdfunder Ltd via support@crowdfunder.co.uk.