

## **CROWDFUNDER AND M&S ENERGY COMMUNITY FUND 2020**

### **COMPETITION**

#### **TERMS AND CONDITIONS**

These Terms and Conditions apply to the Crowdfunder and Marks & Spencer Energy Community Fund 2020 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 Marks and Spencer plc, Waterside House, 35 North Wharf Road, London W2 1NW (to be referred to as “M&S Energy”).
2. Marks and Spencer plc is a registered data controller with the Information Commissioner’s Office (registration number: Z6046528). 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 Marks & Spencer privacy policy by [clicking here](#) **OR** on the website marksandspencer.com] and the Crowdfunder privacy policy by [clicking here](#) **OR** on the website crowdfunder.co.uk].
3. The Competition opens for entries at 9:00 am on Friday 2 October 2020 (the “Opening Date”) and closes at 12:00 pm on Monday 19 October 2020 (the “Closing Date”) (the “Promotional Period”). No entries will be accepted before the Opening Date or after the Closing Date.
4. 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:

5. Entrants must be 18 years of age or over and a UK resident at the time of entering the Competition.

6. Entrants must be based in the United Kingdom, excluding Northern Ireland.
7. Entrants must be on behalf of a non-for-profit organisation, including community groups, schools, registered charities and social enterprises.
8. Entrants must demonstrate they aim to run a crowdfunding campaign to fund one or more of the following activities:
  - a. Installation of renewable energy technology and/or battery storage
  - b. Installation of energy efficiency measures
  - c. Reducing use or increasing recycling of plastics
  - d. Carbon saving including tree planting, electric vehicles, etc.
9. Entrants must be able to complete the installation within six months of receiving the funding.
10. Entrants must demonstrate a clear business case that gives value for money, a likelihood of success and a measurable community benefit with an engaged and supportive community.
11. Entrants must follow these steps to enter:
  - a. Submit 100 words or less in writing about their project and specify how it meets the Competition criteria;
  - b. Confirm their details including name, email, organisation name, phone number and social media accounts at <https://www.crowdfunder.co.uk/mandsenergyfund> or via the Crowdfunder Facebook ad form.
12. In order to be eligible to receive a match funding pledge from M&S Energy the successful entrant(s) **will need to launch a crowdfunding project on Crowdfunder.co.uk between 9:00 am on Monday 23 November 2020 and 5:00 pm on Friday 27 November 2020 and receive at least 30 supporters.**
13. Entrants will need to run a Standard crowdfunding campaign on Crowdfunder.co.uk to be eligible for the extra-funding. See [here](#) for more information on funding options.
14. 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.
15. Entrants warrant that the entry is their own original work.

16. 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.
17. 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.
18. By entering the Competition, Entrants agree and warrant that all information submitted is true, current and complete.

### **SUCCESSFUL ENTRANTS AND MATCH-FUNDING AWARDS**

19. The decision of the Promoter is final and no correspondence or discussion will be entered into.
20. The Promoter will select a shortlist of up to 15 Successful entrants to join the campaign based on the entrant's project concept, its impact, its perceived viability and ability to meet the Competition eligibility criteria.
21. At 4:00 pm on Friday 23 October 2020, the Promoter will announce the Successful entrants from those submitted during the promotional period. Successful entrants will be notified by email and announced on the Crowdfunder social channels.
22. 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.
23. 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.
24. The Successful entrants will have the chance to receive up to five thousand pounds (£5,000) each in match-funding from M&S Energy subject to successfully completing a crowdfunding campaign on Crowdfunder.co.uk as explained below.
25. The total amount of match-funding available in the aggregate for all of the Successful entrants is forty thousand pounds (£40,000).
26. The match-funding available will be split into 2 pots:

- a. Pot 1 - Fifteen thousand pounds (£15,000) will be available to all the Successful entrant(s) that reach Milestone 1 by 12:00 pm (midday) on 21 Dec 2020. This funding will be ring-fenced to ensure every Successful entrant reaching Milestone 1 may receive a match-funding pledge of £1,000 from M&S Energy.
  - b. Pot 2 - Twenty five thousand pounds (£25,000) will be available on a first come first served basis for the Successful entrants that go on to reach Milestones 2 and 3 as detailed in clause 29 until the match-funding Pot 2 is used up.
27. On 22 December 2020 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.
28. **To be eligible for any match-funding, the Successful entrant(s) must first receive at least 30 unique supporters via their Crowdfunder campaigns before they can access the first £1,000 match-funding pledge.**
29. The milestones are as follows:
  - a. **Milestone 1** - the successful entrant raises £1,000, they receive a £1,000 match-funding pledge from M&S Energy (subject to having already received 30 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 M&S Energy (subject to having already received 30 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 M&S Energy (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.
30. The maximum M&S Energy match-funding per project is five thousand pounds (£5,000).

31. The match-funds will be represented as pledges on the successful entrant(s) Crowdfunder project page and are subject to a 5% + VAT Extra Funding fee.
32. If the Successful entrant's Crowdfunder project closes unsuccessfully and/or for any reason has to refund any of the monies raised, and as a consequence has no longer hit the given milestones outlined in clause 29. The match funding will not be paid out, and will be transferred to Pot 2 and distributed to the next Successful entrant(s) who reached milestones 2 and 3, in the order that they reached their next milestone.
33. If one or more of the Successful entrants drop out of the Competition, it is at the Promoter's discretion to invite another entrant(s) to join the Shortlist.

## **GENERAL**

34. 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.
35. 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, which may include a visit from a member of the Promoter's staff to take photographs, record video and interviews.
36. 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 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.
37. 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 minimise the effect of any such cancellation or amendment on participants in order to avoid disappointment.
38. 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.

39. 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 <https://www.mandsenergy.com> and M&S Energy social media.
40. 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.
41. 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.
42. 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.
43. 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.
44. 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.

45. 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 [M&S Energy's Privacy Policy](#).
46. 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 reserve the right to alter, amend or withdraw these Terms and Conditions and/or the Competition without liability and without prior notice.
47. 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.