

Crowdfunder and Marks & Spencer Energy Fund 2019

“Competition”

Terms and Conditions

These Terms and Conditions apply to the Crowdfunder and Marks & Spencer Energy Fund 2019 campaign (to be referred to as the “Competition”). By entering the Competition, entrants agree to be bound by the following Terms and Conditions:

1. The Promoters are Crowdfunder Ltd, 5-7 The Crescent, Newquay Cornwall, 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. 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 30th September 2019 (the “Opening Date”) and closes at 12:00 pm on Monday 7th October 2019 (the “Closing Date”) (the “Promotional Period”). No entries will be accepted before the Opening Date or after the Closing Date.
5. 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.
6. Proof of submission will be in the form of an official confirmation email once the entry has been submitted.
7. Entrants must be 18 years of age or over and be a UK resident.
8. Entrants must be based in the United Kingdom, excluding Northern Ireland.
9. To enter, entrants must follow these steps:
 - a. Submit 100 words or less about their project/idea and how it meets the Competition criteria,
and
 - b. Confirm their details including name, email, organisation name, project overview, mobile number and organisation facebook page at:
<https://www.crowdfunder.co.uk/mandsenergyfund>

10. Entries must meet the following Competition criteria:

- a. Located within the United Kingdom, excluding Northern Ireland;
- b. A non-for-profit organisation, including community groups, schools, registered charities and social enterprises;
- c. Looking to install renewable technology and/or energy efficient measures;
- d. Be able to complete the installation within six months of receiving the funding;
- e. Have a clear business case that gives value for money, a likelihood of success and a measurable community benefit with an engaged and supportive community.

And:

- Warrant that the entry is their own original work;
- Be submitted in English;
- Entries are to be registered in the name of the individual or organisation who will represent the entry throughout the duration of the Competition;
- Entrants must ensure they have consent from any other project or organisation owners before entering the Competition.

11. Entrants also 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.

12. By entering the Competition, you hereby confirm that all information you submit is true, current and complete.

Winners and extra-funding available

13. The Promoters will select a shortlist of successful entrant(s) to join the Competition based on the entrant(s) project concept, its impact, its perceived viability and ability to meet the Competition criteria.

14. At 4:00 pm on 11th October 2019, the Promoters will announce the successful entrant(s) from those submitted during the application period. Successful entrant(s) will be notified by email and announced on the Crowdfunder.co.uk.

15. In order to be eligible to receive a £5,000 pledge award the successful entrant(s) will need to launch and run a crowdfunding project on Crowdfunder.co.uk between the 18th of November and the 16th of December 2019.

16. Successful entrants(s) must close successfully at midday (12:00 pm) on the 16th of December 2019 and all successful entrants are required to put their crowdfunding project live on Crowdfunder.co.uk by midday (12:00 pm) on the 18th of November 2019.

17. The successful entrant(s) will have the chance to receive five thousand pounds (£5,000) extra-funding from M&S Energy - subject to them running a Crowdfunder campaign on www.crowdfunder.co.uk and successfully winning the Competition as explained below.

18. The total amount of extra-funding available is ten thousand pounds (£10,000).
19. The ten thousand pounds (£10,000) extra-funding available will be split into 2 categories;
 - **Most supporters:** subject to successfully completing a crowdfunder campaign, a five thousand pounds (£5,000) extra-funding pledge will go to the project that receives the most number of supporters through the Crowdfunder platform.
 - **Most raised:** subject to successfully completing a crowdfunder campaign, a five thousand pounds (£5,000) extra-funding pledge will go to the project that raises the most money through the Crowdfunder platform .
20. The maximum extra-funding pledge per project is five thousand pounds (£5,000). In the event that the project with the most supporters is also the project with the most raised, the project with the second most amount of money raised will receive the five thousand pounds (£5,000) extra-funding pledge.
21. The prize funding will be represented as pledges on the successful entrant(s) Crowdfunder project page and are subject to a 5% + VAT partner pledge fee.
22. On the 17th December 2019 the Promoters will contact the winning projects by email and/or phone to confirm that they have won.
23. Provision of this prize pledge is subject to the winners: signing a Prize Acceptance Form; and providing a copy of a bank statement for the Organisation dated within the last three months.
24. The name and county of the prize winners will be available by sending a stamped addressed envelope within one month of the notification date to [**Daniel Miller**, Marks and Spencer plc, Waterside House, 5 Merchant Square, London, W2 1AS].

General

25. 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.
26. 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.
27. 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.
28. 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.

29. By adding your project on <http://www.crowdfunder.co.uk>, you agree for the details of your organisations name and your project, including supplied photos, written pitch and videos, to be made public on <http://www.crowdfunder.co.uk> and the Promoters' social media.
30. 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.
31. 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.
32. 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.
33. 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.
34. 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.
35. The Promoters may use your personal and organisations data as set out in their respective privacy policies available at the following links: [Crowdfunder privacy policy](#) and [Marks and Spencer privacy policy](#).
36. 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.
37. 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.