

CROWDFUNDER AND CORNWALL COUNCIL
PROJECTS THAT MATTER: CORNWALL COMPETITION
TERMS AND CONDITIONS

These Terms and Conditions apply to the Crowdfunder and Cornwall Council 'Projects that matter: Cornwall' 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 Promoters are Crowdfunder Ltd, C-Space, 5-7 The Crescent, Newquay, TR7 1DT (Crowdfunder, Crowdfunder.co.uk); Cornwall Council (CC), County Hall, Treyew Rd, Truro, TR1 3AY.
2. The Competition opens at 9:00 am on Friday 11 September 2020 (the "Opening Date") and closes at 12:00 pm on Monday 28 September 2020 (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 acting on behalf of a constituted organisation operating within Cornwall that seeks to benefit their local community.
6. Entries must demonstrate they support our climate emergency response and social inclusion through meeting one or more of the following fundraising themes:
 - a. Raising money for projects and activities that will help Cornwall become carbon neutral and tackle climate change.
 - b. Increasing the tree canopy cover in Cornwall.
 - c. Creating more space for nature and wildlife within local communities.

- d. Helping adults to connect with their local communities through nature and more, improving mental health and wellbeing and building self-confidence.
7. 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/programmes/projects-that-matter-cornwall> or via the Crowdfunder Facebook ad form.
8. In order to be eligible to receive the match funding pledge the successful entrant(s) will need to launch a crowdfunding project on Crowdfunder.co.uk between 9:00 am on Monday 2 November 2020 and 5:00 pm on Friday 6 November 2020 and receive at least 30 supporters.
9. Entrants' Crowdfunder campaigns are required to close successfully by reaching or surpassing their funding target on or before 5:00 pm Friday 4 December 2020.
10. 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..
11. 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.
12. Entrants warrant that the entry is their own original work.
13. 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.
14. 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.
15. By entering the Competition, Entrants agree and warrant that all information submitted is true, current and complete.

WINNERS AND MATCH-FUNDING AWARDS

16. The decision of the Promoters is final and no correspondence or discussion will be entered into.
17. The Promoters will select a shortlist of eight (8) Winners to join the campaign based on the entrant's project concept, its impact, its perceived viability and ability to meet the Competition criteria and fundraising themes identified in clause 6.
18. At 4:00 pm on Friday 2 October 2020, the Promoters will announce the Winners from those submitted during the promotional period. Winners will be notified by email and announced on the Crowdfunder social channels.
19. The Promoters will publish and/or make available information that indicates that a valid award took place. To comply with this obligation the Promoters will publish details of the Winners on the website and in relevant literature which will also be made available, to anyone who emails or writes to the Promoters within one month after the Closing Date of the competition.
20. If you object to any or all of your surname, county and winning entry being published or made available, please contact the Promoters. In such circumstances, the Promoter must still provide the information and winning entry to the Advertising Standards Authority on request.
21. The total amount of match funding available in the aggregate for all of the Winners is eight thousand and five hundred pounds (£8,500).
22. Winners will have the chance to receive one thousand pounds (£1,000) each in prize match-funding from Cornwall Council subject to successfully completing a crowdfunding campaign on Crowdfunder.co.uk and raising at least a further £1,000 from a minimum of 30 supporters by 5:00 pm on Friday 4 December 2020
23. The £1,000 match-funding pledge will be made as soon as the Winner goes live with their crowdfunding campaign. It is then conditional on them raising a further £1,000 and receiving at least 30 unique supporters via their Crowdfunder campaigns. If the Winner does not raise a further £1,000 the matching funding will not be paid out when the campaign closes.
24. The Winner that has raised the most money via their Crowdfunder campaign on Monday 30th November at 9:00 am will also receive a £500 "Climate Emergency Bonus" pledge from Cornwall Council.
25. The match-funds will be represented as pledges on the Winners Crowdfunder project page and are subject to a 5% + VAT partner pledge fee.

26. If one or more of the Winners drop out of the Competition, it is at the Promoters discretion to invite a runner up.

GENERAL

27. 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.
28. By accepting the pledge, you 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 campaigns if the Promoters request it. By entering into the campaign you are providing your consent for this activity.
29. You agree that the Promoters 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 Promoters 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.]
30. The Promoters reserve the right to cancel or amend the campaign or these Terms and Conditions at any stage for any reason. The Promoters will endeavour to minimize the effect of any such cancellation or amendment on participants in order to avoid disappointment.
31. If you have opted in to receive marketing and communications from the Promoters then by entering this campaign 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.
32. 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 Promoters' social media.

33. 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.
34. 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.
35. Illegible, incomplete or fraudulent entries will be rejected. Any entrant who enters or attempts to enter the campaign 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 campaign, 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 campaign at the Promoters' sole discretion. Where such actions have significantly impaired the campaign, the Promoters 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.
36. 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 Promoters will make reasonable attempts to contact Winners by email. If a Winner declines the selection or fails to respond to a notification within [5 days] the Winner will be deemed to have declined the selection and withdrawn their entry from the Competition and another entrant may be selected as a Winner at the Promoters' discretion.
37. The Promoters, 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.
38. The Promoters will only process personal data in accordance with the Promoter's privacy policies which are available at the following link(s): [Crowdfunder's privacy policy](#) and [Cornwall Council's privacy policy](#).
39. By entering the campaign, you are deemed to accept these Terms and Conditions of Competition. The Promoters 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 Promoters reserve the right to alter, amend or withdraw these Terms and Conditions and/or the campaign without liability and without prior notice.

40. 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.