

CROWDFUNDER AND EAST SUSSEX COUNTY COUNCIL

PROJECTS THAT MATTER: EAST SUSSEX

COMPETITION

TERMS AND CONDITIONS

These Terms and Conditions apply to the Crowdfunder and East Sussex County Council 'Projects that matter: East Sussex' 2021 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) and East Sussex County Council (ESCC), East Sussex County Council, County Hall, St Anne's Crescent, Lewes, East Sussex BN7 1UE.
2. The Competition opens for entries at 9:00 am on Monday 20 September 2021 (the "Opening Date") and closes at 12:00 pm on Monday 11 October 2021 (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 non for profit organisation based in East Sussex with an annual income of less than £500,000.
6. Entrants must benefit people who live or work in East Sussex.
7. Entrants must demonstrate that they aim to run a crowdfunding campaign to fund one of the following activities:

- a. Increasing active and sustainable travel through walking and cycling.
 - b. Preventing and minimising unnecessary household and food waste and encouraging people to switch to more sustainable resource use.
 - c. Creating and improving publicly accessible green and blue spaces to support people and nature.
 - d. Increasing access to sustainable, affordable and healthy food.
 - e. Reducing energy usage and improving energy efficiency of homes and community buildings.
 - f. Enhancing knowledge and skills around climate change mitigation and adaptation.
8. Entrants must follow these steps to enter:
- a. Submit 200 words or less in writing about their project and specify how it meets the Competition criteria;
 - b. Confirm their details including name and email address at www.crowdfunder.co.uk/projects-that-matter-east-sussex
9. In order to be eligible to receive the match funding the successful Entrant(s) will need to launch a crowdfunding project on Crowdfunder.co.uk between 9:00 am on Monday 15 November 2021 and 12:00 pm on Friday 19 November 2021.
10. Entrants' Crowdfunder campaigns are required to close successfully before 12:00 pm Friday 17 December 2021.
11. Entrants will run a **Platform fee-free project** (0% + VAT platform fee, and a transaction fee of 1.9% + 23p (per pledge) + VAT on UK/EU cards) on Crowdfunder.co.uk to be eligible for the match funding. The match-funds will be represented as pledges on the Successful entrants Crowdfunder project pages and are subject to a 5% + VAT Extra funding fee. See [here](#) for more information on funding options and applicable fees.
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.

PARTICIPANTS AND MATCH FUNDING AWARDS

17. The decisions of the Promoters are final, and no correspondence or discussion will be entered into.

18. The Promoters will aim to select a shortlist of up to six (6) Entrants to take part in the Competition ("Participants") based on the Entrant's project concept, its impact, its perceived viability and ability to meet the fundraising theme and Competition criteria as identified in clause 7.

19. On Monday 18 October 2021, the Promoters will announce the Participants from those entries submitted during the Promotional Period. Participants will be notified by email before being announced publicly on the Promoters' social channels.

20. 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 Participants 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.

21. 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 Promoters must still provide the information and winning entry to the Advertising Standards Authority on request.

22. The total amount of match funding available in the aggregate for all of the Participants is twenty five thousand pounds (£25,000).

23. The match funding available will be split into two (2) pots:

a. Pot 1 - Fifteen thousand pounds (£15,000) will be available to all the Participants that reach Milestone 1 by 12:00 pm (midday) on 17 December 2021. This funding will be ring-fenced to ensure every Participant reaching Milestone 1 and 2 may receive a match funding pledge of up to £2,500 from ESCC.

b. Pot 2 - Ten thousand pounds (£10,000) will be available on a first come first served basis for the Participants that go on to reach Milestones 3 as detailed in clause 26 until the match funding Pot 2 is used up.

24. On 20 December 2021 any unspent funds from Pot 1 will be transferred to Pot 2 and distributed to the Participants who reached milestone 3, in the order that they reached their next milestone.
25. To be eligible for any match funding, the Participants must first receive at least 30 unique supporters via their Crowdfunder campaigns before they can access the first £1,000 match funding pledge.
26. The milestones are as follows:
 - a. Milestone 1 - the Participant raises £1,000, they receive a £1,000 match funding pledge from ESCC (subject to having already obtained 30 unique 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 ESCC (subject to having already obtained 30 unique supporters);
 - 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 ESCC (subject to having already obtained 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 obtain 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 obtained 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.

27. The maximum ESCC match funding per project is five thousand pounds (£5,000) and distributed on a first come first served basis subject to milestones being reached and the match funding being available.
28. The match funding will be represented as pledges on the Participants' Crowdfunder project page and are subject to a 5% + VAT Extra funding fee.
29. The Participants will be required to complete and sign a grant agreement before the match funding is transferred to the Participants bank account. The grant agreement will be shared post Crowdfunder campaign.
30. If one or more of the Participants drop out of the Competition, it is at the Promoters discretion to invite a runner up.

GENERAL

31. 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.
32. 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 requests it. By entering into the campaign you are providing your consent for this activity.
33. 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.
34. 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 Entrants in order to avoid disappointment.
35. 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). 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 legislation.
36. 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>.
37. 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.
38. 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.

39. 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.
40. 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 Participants by email. If a Participant declines the selection or fails to respond to a notification within 5 days the Participant will be deemed to have declined the selection and withdrawn their entry from the Competition and another Entrant may be selected as a Participant at the Promoters' discretion.
41. 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.
42. The Promoters will only process personal data in accordance with the Promoters' privacy policies which are available at the following link(s): [Crowdfunder's privacy policy](#) and [ESCC privacy policy](#).
43. 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 reserves the right to alter, amend or withdraw these Terms and Conditions and/or the campaign without liability and without prior notice.
44. 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.