

Calor Rural Hero of the Year - Terms and Conditions

1. The Promoter

The promoter of the “Calor Rural Community Hero of the Year” award (the “**Award**”) is Calor Gas Limited (the “**Promoter**”), registered in England and Wales under company number 303703, with its registered office at Athena House, Athena Drive, Tachbrook Park, Warwick, Warwickshire, CV34 6RL.

2. Crowdfunder

The Promoter is working with Crowdfunder Limited (“**Crowdfunder**”) to administer elements of the Promoter’s website at [communityfund.calor.co.uk] (the “**Website**”). Nominations for the Award can be made via the Website.

Crowdfunder is separate and entirely independent to the Promoter and the Promoter shall have no liability in connection with the use of the Crowdfunder website or platform. Use of the Crowdfunder website and platform will be governed by the Crowdfunder terms and conditions and applicants using the same must agree to be bound by the Crowdfunder terms and conditions.

3. Nominations for the Award

Nominations for the Award will be open from 10th March 2021 until 23rd June 2021.

All nominations shall be subject to the eligibility criteria below (the “**Eligibility Criteria**”) and approval by the Promoter at its sole discretion.

By making a nomination, you agree to be bound by these terms and conditions.

4. Eligibility Criteria

Nominations must be for individuals who live in rural England, Scotland and Wales in an off-grid location. For the purposes of this clause, ‘off-grid location’ shall mean any location that is not connected to a mains or natural gas grid and uses an alternative energy source including, but not limited to, liquefied petroleum gas (“**LPG**”), oil, electric, bio-mass or solid fuel.

Nominations must be for individuals over the age of 18 years and who have dedicated themselves to supporting their local community during 2020.

Every nomination will be checked against the Eligibility Criteria listed above. An internal group of stakeholders from the Promoter and Crowdfunder will assess each entry against the Eligibility Criteria and if an individual does not meet the criteria, the nomination will not be eligible for the Award.

The Promoter reserves the right to disqualify nominations or any Award winner from receiving the Award where any individual making a nomination, or the Award winner engages in unsafe, illegal, unsociable or inappropriate behaviour.

5. The judging process

Nominations shall be judged by a panel of representatives who are independent of the Promoter. The Choice of winners is entirely at the discretion of the Judges and the Judges' decision shall be final.

6. Announcement of winners

The winner of the Award shall be notified on 4th August 2021 and will be contacted using the details provided in the nomination form.

If, following notification, the Promoter receives no response from the Award winner within 14 days, the Promoter shall withdraw that particular nomination and instead grant the Award to the nomination adjudged by the judging panel as next in line.

If, following notification of the Award, it is subsequently discovered that a nomination fails to meet the Eligibility Criteria, the Promoter may, at its discretion, elect to withdraw the Award in respect of that nomination.

The Award and any prize associated with the Award is non-transferable and not exchangeable for any cash alternative.

7. Publicity and Personal Information

Information and data supplied with nominations will be held by the Promoter and may be used by the Promoter for the purposes of administering and fulfilling the Award and in accordance with the Promoter's privacy policy. By making any nomination, you agree to this use of information and data supplied to the Promoter. The Promoter is the data controller for personal data processed for the purpose of the Award and is subject to the General Data Protection Regulation ('GDPR') and the Data Protection Act 2018. The Promoter's full Privacy Statement can be found at www.calor.co.uk/privacy. The data is also controlled by Crowdfunder, whose Privacy Policy can be found at <https://www.crowdfunder.co.uk/privacy-policy>.

Anyone making a nomination of an individual for the Award must have first obtained that individual's consent to being nominated and for their personal data to be passed to the Promoter.

It is a condition of granting the Award that the Promoter shall have the right to publish (including, without limitation, via social media) the name and home location of the Award winner and the person making the nomination. By making a nomination you agree that the Promoter may use your and the Award winner's name and image and comments relating to the Award for future publicity and marketing purposes without notice and without payment of any fee.

Where nominations are accompanied with photographs, drawings, images or other similar materials, individuals making the nomination warrant that they have all the rights necessary to submit such materials to the Promoter and have the right to grant the Promoter a non-exclusive, royalty free licence in all copyright in such materials.

8. General

The Promoter makes no representation or warranty in relation to any prize that may be awarded as part of the Award and to the fullest extent permitted by law, the Promoter shall have no liability to the Award winner in relation to any prize, its fitness for purpose, satisfactory quality or otherwise.

Save as set out in these terms and conditions, the Promoter excludes any liability for any losses suffered in connection with the Award.

Nothing in these terms and conditions shall exclude or limit the Promoter's liability for death or personal injury caused by the Promoter's negligence or fraud or for any other liability that cannot be limited or excluded by law.

The Promoter reserves the right to amend these terms and conditions at any time without notice if, in the Promoter's opinion, events or circumstances occur outside of its control. No correspondence will be entered into.

In the event of any dispute regarding the Award, the decision of the Promoter shall be final.

Any failure by the Promoter to enforce any one of the terms and conditions in any instance shall not be deemed a waiver of any of the Promoter's rights.

These terms and conditions of this promotion shall be governed by and construed in accordance with English law and any disputes shall be subject to the exclusive jurisdiction of the English Courts.