



MOVEMENT FOR GOOD AWARDS PROGRAMME – TERMS AND CONDITIONS

£1,000 CHARITABLE DONATIONS

- For the purpose of these Terms and Conditions, the promoter is Ecclesiastical Insurance Office Plc (company registered number 24869) whose registered office is at Beaufort House, Brunswick Road, Gloucester, GL1 1JZ (“the **Promoter**”).
- The Movement for Good Programme is a charitable giving programme of the Promoter, whereby upon the terms set out in these Terms and Conditions the Promoter shall give 500 donations of £1,000 each (or the equivalent of €1,120 if delivery is to take place in the Republic of Ireland) (each a “**Donation**” and together “the **Donations**”) to 500 Eligible Charities (as defined below) nominated by an individual who completes the Nominations Form (as defined below) (“the **Programme**”).
- For the purpose of these Terms and Conditions, an “**Eligible Charity**” is any charity which:
 - (a) has been in existence for at least six months;
 - (b) is a not-for-profit organisation;
 - (c) has satisfied the due diligence process requirements of the Promoter;
 - (d) is registered with one of the following:
 - the Charity Commission for England and Wales;
 - the Charity Commission in Northern Ireland;
 - the Charities Regulator for the Republic of Ireland; and
 - the Office of the Scottish Charity Regulator;(each a “**Regulator**” and together “the **Regulators**”); **OR** is exempt from registration with any of the Regulators, but is accepted as an eligible charity by the Promoter at the Promoter’s sole discretion;
 - (e) does not discriminate unlawfully in any way, as determined by the sole discretion of the Promoter;
 - (f) does not support any specific political party or affiliated group; and
 - (g) does not relate to any controversial subject matter that is contrary to the values and expectations of the Promoter.
- Entry to the Programme is free. No purchase necessary.
- Entries must be made via the online nomination form available at: www.ecclesiastical.com/movementforgood (“the **Nomination Form**”). Entrants who complete and submit the Nominations Form will be entered into the Programme (“the **Entrants**”). Nomination Forms cannot be changed once these have been submitted.
- The Promoter disclaims liability for any damage to any person’s computer relating to or resulting from participation in or downloading any materials in connection with the Programme.
- 500 Eligible Charities nominated by an Entrant will be selected at random by a member of the Promoter unconnected with the Programme from all nominations received via the Nominations Form (each a “**Winner**” and together “the **Winners**”).
- This Programme is open to anyone who submits a Nominations Form. All Entrants must be of the age of 18 or over. Only one nomination per Entrant is permitted. Any subsequent nominations by an Entrant, even if for a different charity will be void.
- Submission of a Nominations Form is an acceptance of these Terms and Conditions by the Entrant. The closing date and time for submitting the Nominations Form is **23:59 on Friday 17th May 2019**. Nominations Forms submitted after this date will be void and not accepted. The Promoter accepts no responsibility for nomination forms that are lost, destroyed, misdirected, incomplete or not submitted or cannot be delivered or entered for any technical or other reason. Proof of delivery of a Nomination Form is not proof of receipt.
- Only one Eligible Charity is to be nominated on each Nomination Form.
- An Eligible Charity can only win one Donation.
- Nomination Forms nominating organisations which do not fall within the definition of an Eligible Charity as set out above will be void and will not be accepted. Only Eligible Charities approved by the Promoter at the Promoter’s sole discretion will be eligible to receive a Donation.
- By submitting a Nomination Form, you hereby consent to the Promoter processing your personal data for the purposes of running the Programme, for announcing the Winners on the Promoter’s website and social media pages and by email and for any PR and marketing initiatives undertaken by the Promoter in relation to the Programme. This could include, but is not limited to, media activity, social media or information on the Promoter’s website.

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- The Promoter's liability under or in connection with these terms and conditions shall be limited to £1,000 except that the Promoter does not exclude or limit its liability for death or personal injury caused by its negligence, fraudulent misrepresentation or any other liability to the extent that such liability cannot be excluded or limited under applicable law or regulation.
- The details of the Winners will be published on the Promoter's website at www.ecclesiastical.com/movementforgood on **Monday 3rd June – Friday 14th June**.
- Each Donation will be paid directly by BACS payment to each Winner. No correspondence will be entered into. The Promoter will not be responsible for any inability of a Winner to take up a Donation.
- Each Donation is not transferrable and is given at the Promoter's sole discretion and is subject to (a) the terms set out in these Terms and Conditions; and (b) availability.
- The Promoter accepts no responsibility for any damage, loss, liabilities, injury or disappointment incurred or suffered by an Entrant or an Eligible Charity as a result of entering the Programme. The Promoter further disclaims liability for any injury or damage to you or any other in connection with the Programme.
- The Promoter reserves the right at any time and from time to time to modify or discontinue, temporarily or permanently, this Programme with or without prior notice due to reasons outside its control.
- These Terms and Conditions are between the Promoter and the Entrants. No other person shall have any rights to enforce any of its terms.
- Each of the paragraphs of these Terms and Conditions operate separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.
- These Terms and Conditions are governed by English law and the English courts have exclusive jurisdiction to hear any dispute (including non-contractual disputes) or matter arising under or in connection with these Terms and Conditions.

Privacy Notice

- Your privacy is important to the Promoter. The Promoter collects your personal data and information that you provide on submission of the Nomination Form. This information may include basic personal details such as your name, email, region, age range and occupation.
- The Promoter will process your personal data and information in accordance with the applicable data protection law.
- The Promoter may use your personal information to process the Nomination Form and/ or to provide you with an update as to whether the Donation has been given to the charity listed in your Nomination Form. For which the Promoter shall process your personal data on the legal basis that the processing is necessary for the Promoter's legitimate business need to administer the Programme and your participation in the Programme via the submission of your Nomination Form.
- The Promoter may also use your personal data for the purpose of analysing the nominations received for the Programme. For which the Promoter shall process your personal data on the legal basis that processing is necessary for the Promoter's legitimate business need of statistical and strategic analysis in relation to the Programme.
- If you opt in to receive further information about our range of insurance services, we will add you to our home insurance email mailing list for which you will receive a maximum of one email per month. You may opt out at any time by clicking on the unsubscribe link on any email that you receive from us or emailing us at weboffice@ecclesiastical.com
- You have the right to request a copy of all the personal information Ecclesiastical holds about you in a Subject Access Request in writing to the Data Protection Officer of Ecclesiastical at Beaufort House, Brunswick Road, Gloucester, GL1 1JZ. Ecclesiastical will take all reasonable steps to confirm your identity before providing you with details of any personal information Ecclesiastical may hold about you.

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- For further information on how Ecclesiastical manages data responsibly, including for fraud prevention, please refer to the Privacy Policy at www.ecclesiastical.com/documents/privacy-policy.pdf or contact Ecclesiastical's Data Protection Officer, at Beaufort House, Brunswick Road, Gloucester, GL1 1JZ or on 01452 528190 or by email at compliance@ecclesiastical.com.
- The Promoter reserves its right to change this Privacy Notice and its Privacy Policy from time to time for example to keep it up-to- date and compliant with legal requirements.



MOVEMENT FOR GOOD AWARDS PROGRAMME – TERMS AND CONDITIONS

£50,000 CHARITABLE DONATIONS

For the purpose of these Terms and Conditions, the promoter is Ecclesiastical Insurance Office Plc (company registered number 24869) whose registered office is at Beaufort House, Brunswick Road, Gloucester, GL1 1JZ (“the Promoter”).

1. Definitions

In these Terms and Conditions, the following terms shall have the following meaning:

“**Applicant**” means an organisation that has applied to receive funding under the Programme pursuant to these Terms and Conditions;

“**Start Date**” Monday 17th June 2019;

“**Closing Date**” 23:59 GMT/BST Friday 26th July 2019;

“**Data Protection Legislation**” means all applicable data protection and privacy laws and regulation, guidance and codes of practice, including (without limitation): (a) the Regulation 2016/679 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (General Data Protection Regulation) and the Data Protection Act 2018 (or, in the event that the UK leaves the European Union, all legislation enacted in the UK in respect of the protection of personal data); (b) the Privacy and Electronic Communications (EC Directive) Regulations 2003; and (c) guidance and codes of practice issued from time to time by the UK Information Commissioner’s Office and the European Data Protection Board (and any successor body or bodies to such organisations) as the context may require, in each case as amended, updated or replaced from time to time;

“**Eligible Charity**” means any charity which meets the Eligibility Criteria set out in paragraph 4;

“**Eligibility Criteria**” the eligibility criteria set out at paragraph 5 below to which each Eligible Charity will be subjected by the Promoter in order to assess whether it is eligible to receive the Grant;

“**Grant**” means the sum of £50,000 to be given by the Promoter to each Winning Charity pursuant to these Terms and Conditions and the Grant Agreement;

“**Grant Agreement**” an agreement to be entered into between each Winning Charity and the Promoter following conclusion of the Programme upon terms agreed between the Promoter and the Winning Charity pursuant to which the Grant shall be given to the Winning Charity;

“**Group**” in relation to a company, that company, any subsidiary or any holding company from time to time of that company and any subsidiary from time to time of a holding company of that company. Each company in a Group is a member of the Group. For the purposes of this definition, subsidiary and holding company have the meanings set out in section 1159 of the Companies Act 2006;

“**Judging Panel**” an independent judging panel made up of influential and knowledgeable professionals from the insurance sector who have been invited by the Promoter to determine the Winning Charities;

“**Programme**” means the Movement for Good Programme which is a charitable giving programme of the Promoter, whereby upon the terms set out in these Terms and Conditions the Promoter shall award ten grant of £50,000 each;

“**Participants**” means any Applicant, Eligible Charity, Shortlisted Charity and the Winning Charities;

“**Shortlisted Charity**” means an Eligible Charity that has been shortlisted by the Promoter at the Promoter’s sole discretion pursuant to the Eligibility Criteria to receive the Grant pursuant to these Terms and Conditions; and

“**Winning Charity**” means the ten Shortlisted Charities that are selected by the Judging Panel as the winners to receive the Grant and approved by the Promoter.

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2. Application Process

- 2.1 Applications should be made directly by Applicants via the website of the Promoter at: www.ecclesiastical.com/movementforgood. Submission of an application is an acceptance of these Terms and Conditions by the Applicant. Only one Eligible Charity may be specified on each application.
- 2.2 Applications will only be considered from the Start Date up to the Closing Date.
- 2.3 Applications cannot be changed once they have been submitted.
- 2.4 Entry is free. No purchase is necessary.
- 2.5 Applicants may submit more than one application but an Eligible Charity can only win one Grant.
- 2.6 Applications submitted by organisations which do not fall within the definition of an Eligible Charity will be void and will not be accepted. Only Eligible Charities approved by the Promoter at the Promoter's sole discretion will be eligible to receive a Grant.
- 2.7 Valid applications submitted after the Closing Date will be void and not accepted. The Promoter will accept no responsibility for incomplete or un-submitted entries.
- 2.8 The Promoter accepts no responsibility for applications that are lost, destroyed, misdirected or incomplete or cannot be delivered or entered for any technical or other reason. Proof of delivery of the application is not proof of receipt.
- 2.9 The Promoter will not be liable for any expenditure incurred by an Eligible Charity or organisation or individual whilst making any application to the Programme.
- 2.10 Applications will be considered by the Promoter and an independent due diligence provider to assess if they meet the Eligibility Criteria. The Applicant agrees to provide any additional information required by the Promoter or the independent due diligence provider to assess an application.
- 2.11 Using the assessment criteria (a copy of which will be available from Tuesday 23rd April 2019 at www.ecclesiastical.com/documents/mfg-application-guide.pdf), the Promoter will shortlist fifteen Eligible Charities by 23:59 GMT/BST on 30th August 2019. The Group CR Manager at the Promoter shall before 23:59 GMT/BST on 1st September 2019 notify an Eligible Charity if they have been selected to become a Shortlisted Charity.
- 2.12 Details of the Shortlisted Charities and their proposed use for the Grant will be published on the Promoter's website at www.ecclesiastical.com/movementforgood from 2nd September 2019 to 13th September 2019 to allow people to show their support for each of the Shortlisted Charities.
- 2.13 During the week commencing 16th September 2019 the Judging Panel shall review each Shortlisted Charities application in conjunction with the support received during the period stated in paragraph 2.12 above and select the Winning Charities.
- 2.14 The Winning Charities will be contacted by email or telephone in the week commencing 23rd September 2019 by the Group CR Manager at the Promoter to notify each Shortlisted Charity of the successful outcome of their application.
- 2.15 The Winning Charities will be announced on the Promoter's website at www.ecclesiastical.com/movementforgood on w/c 30th September.

3. The Winning Charities

- 3.1 A person at each Winning Charity should be available for a telephone interview w/c 23rd September 2019 with the Promoter to provide further details on the Eligible Charity, how they intend to spend the Grant and the impact that the project will have on its beneficiaries. Information obtained during the telephone interview will be used to announce the Winning Charities on the Promoter's website and social media pages and by email and for any PR and marketing initiatives undertaken by the Promoter in relation to the Programme.
- 3.2 Prior to receiving the Grant each Winning Charity shall be required to enter into the Grant Agreement with the Promoter. Refusal to enter into the Grant Agreement may constitute a forfeit of receipt of the Grant by a Winning Charity and in such a case the Promoter shall have the right to select another Eligible Charity from the Shortlisted Charities to receive the Grant subject to these Terms and Conditions.

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- 3.3 The Grant must be used by each Winning Charity within 3 years of its receipt and upon the terms set out in the Grant Agreement and pursuant to the Eligibility Criteria.
- 3.4 The Grant is as stated and the Promoter is not responsible for any issues arising from the use of the Grant.
- 3.5 The Promoter will not be responsible for any inability of the Winning Charity to take up the Grant.
- 3.6 The Grant is non-transferable and non-exchangeable. The Grant shall be paid by BACS payment directly to each Winning Charity pursuant to the terms of the Grant Agreement. The Grant may be taxable and each Winning Charity will be responsible for any tax arising. Once awarded the Grant is to be used for the purpose specified and agreed between the Winning Charity and the Promoter pursuant to the terms specified in the Grant Agreement.
- 3.7 The Winning Charity shall participate in all required publicity and the Promoter reserves the right to publish on the Promoter's website and social media sites and in any other media the Winning Charity's name, details of the project of the Winning Charity for which the Grant shall be spent ("**the Winning Project**") and any photos associated with the Winning Charity and the Winning Project.

4. Eligible Charity

In order to become a Shortlisted Charity, Applicants must:

- be registered with one of the following:
 - the Charity Commission for England and Wales;
 - the Charity Commission in Northern Ireland;
 - the Charities Regulator for the Republic of Ireland; or
 - the Office of the Scottish Charity Regulator;
- have been registered as a charity with the relevant charity commission or regulator on or before 1 July 2017;
- meet due diligence process requirements of the Promoter;
- have an income of less than £5,000,000 in 2018 and a predicted income of less than £5,000,000 in 2019;
- not be red flagged by the relevant charity commission (or other regulator);
- not discriminate unlawfully in any way, as determined by the sole discretion of the Promoter;
- not support any specific political party or affiliated group; and
- not relate to any controversial subject matter that is contrary to the values and expectations of the Promoter and/or its Group.

5. Eligibility Criteria for the Grant

The Grant must be used:

- to cover a specific project (rather than funding general ongoing running costs);
- to take an existing successful project or initiative to a new level or bring a creative and challenging new idea to fruition; and
- for one or more of the following charitable objects:
 - the advancement of education and skills;
 - the advancement of citizenship or community development; and/or
 - the advancement of arts, culture or heritage.

6. Due diligence

The Promoter has partnered with Charities Trust to independently review applications in respect of the Programme. Once applications are received by the Promoter, these will be passed to Charities Trust who will:

- check the Applicant's status and eligibility criteria as per the terms set out in these Terms and Conditions;
- confirm the Applicant's application details;
- confirm whether the Applicant has necessary policies or practices in place; and
- follow-up with the Applicant to request information about the impact of funding.

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7. General

- 7.1 The promoter of the Grant is the Promoter.
- 7.2 The Promoter's decision is final and no correspondence will be entered into and it reserves the right to amend or alter these Terms and Conditions if required. No variation of these Terms and Conditions shall be valid unless in writing signed by the Promoter.
- 7.3 The Promoter reserves the right to announce each Winning Charity on its website and social media sites.
- 7.4 The Participants may not transfer or assign their respective rights and obligations under these Terms and Conditions to another organisation without the prior written consent of the Promoter. These Terms and Conditions are between the Participants and the Promoter. No other person shall have any rights to enforce any of its terms.
- 7.5 The Promoter may terminate these Terms and Conditions at any time at its absolute discretion. Each Grant shall be awarded at the Promoter's sole discretion and if it considers that any Participant has acted inappropriately or dishonestly in participating in the Programme, the Promoter reserves its right to refuse to award the Grant.
- 7.6 The Promoter's liability under or in connection with these Terms and Conditions shall be limited to £50,000. Nothing in these Terms and Conditions shall exclude the liability of the Promoter for death, personal injury, fraud, fraudulent misrepresentation or any other liability to the extent that such liability cannot be excluded or limited under applicable law or regulation.
- 7.7 The Promoter accepts no responsibility for any injury, loss, damage, liabilities or disappointment incurred or suffered or experienced by the Participants or any employees of the Participants as a result of participating in the Programme. The Promoter further disclaims liability for any damage to any person's computer relating to or resulting from participation in or downloading any materials in connection with the Programme. The Promoter shall not be liable for any failure to comply with its obligations where the failure is caused by something outside its reasonable control. Such circumstances shall include, but not be limited to weather conditions, fire, flood, hurricane, strike, industrial dispute, war, hostilities, political unrest, riots, civil commotion, inevitable accidents, unanticipated legislation or any other unforeseen circumstances.
- 7.8 Each Participant warrants that any data (personal data or otherwise) submitted pursuant to the application process has been obtained in accordance with the Data Protection Legislation and the Participant has obtained all necessary consents from the relevant organisations and individuals in respect of their data being processed for the purposes of the application. Each Participant hereby allows the Promoter to process such data in accordance with the Data Protection Legislation and to share it with members of its Group, the Charities Trust and the Judging Panel. Each Participant shall assist the Promoter to comply with any obligations under the Data Protection Legislation and shall not perform its obligations under these Terms and Conditions in such a way as to cause the Promoter to breach any of the Promoter's obligations under the Data Protection Legislation to the extent the Participant is aware, or ought reasonably to have been aware, that the same would be a breach of such obligations.
- 7.9 Each Participant confirms that it has obtained the consent of the organisation/individual on behalf of which/whom it has submitted details of projects and/or images and/ or any other details in respect of the application. Where details of charities and/or projects are submitted as part of a team effort, the information provided belongs to the Eligible Charity who has submitted that information.
- 7.10 The Participants hereby agree to have their details disclosed by the Promoter for the purpose of the Programme and for any marketing initiatives undertaken by the Promoter or its Group in relation to the Programme. All Participants hereby agree to be contacted and take part in activities including, but not limited to, regular communications about the Programme and the Grant and/or for any other marketing initiatives undertaken by the Promoter or its Group in relation to the Programme. This could include, but is not limited to, media activity, social media or information on the Promoter's website.
- 7.11 All Participants will be able to access the Promoter's privacy policy at www.ecclesiastical.com/documents/privacy-policy.pdf.

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- 7.12 Each of the paragraphs of these Terms and Conditions operate separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.
- 7.13 These Terms and Conditions are governed by English law and the English courts have exclusive jurisdiction to hear any dispute (including non-contractual disputes) or matter arising under or in connection with these Terms and Conditions.

8. Privacy Notice

- 8.1 Your privacy is important to the Promoter. The Promoter collects your personal data and information that you provide on provision of details pursuant to the application for the Grant. This information may include basic personal details such as name, address, email, details about charitable projects that you require funding for (including personal details such as name of individuals involved in the project, marketing and communication preferences and any additional details that you provide as part of the application process).
- 8.2 The Promoter will process your personal data and information in accordance with the applicable data protection law and may use your personal information to process your application and/or to require additional information as part of the application process and/ or to provide you with an update as to whether the Grants have been given under the application process. The Promoter shall process your personal data on the legal basis that the processing is necessary for the Promoter's legitimate business need to administer the Programme and your participation in the Programme via the submission of your application.
- 8.3 It is your responsibility to ensure and confirm that: (a) you have told the organisation that you are representing about the Programme and how the Promoter will use personal information as set out in this Privacy Notice, these Terms and Conditions and at www.ecclesiastical.com/documents/privacy-policy.pdf; and (b) you have obtained the consent of any of the individuals involved about these arrangements and that they may be contacted by the Promoter as detailed in these Terms and Conditions.
- 8.4 You have the right to request a copy of all the personal information the Promoter holds about you in a Subject Access Request in writing to the Promoter's Data Protection Officer, at Beaufort House, Brunswick Road, Gloucester, GL1 1JZ or on 01452 528190 or by email at compliance@ecclesiastical.com. The Promoter will take all reasonable steps to confirm your identity before providing you with details of any personal information the Promoter may hold about you.
- 8.5 For further information on how the Promoter manages data responsibly, including for fraud prevention, please refer to the Privacy Policy at www.ecclesiastical.com/documents/privacy-policy.pdf or contact the Data Protection Officer as stated above.
- 8.6 The Promoter reserves its right to change this Privacy Notice and its Privacy Policy from time to time for example to keep it up-to- date and compliant with legal requirements.

