

# LANSDOWN GRANT GIVING TERMS AND CONDITIONS

LANSDOWN  
INSURANCE  
BROKERS

Giving

## 1. DEFINITIONS:

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

**"Data Protection Legislation"** means all applicable data protection and privacy laws and regulation, guidance and codes of practice, including (without limitation): (a) the Data Protection Act 2018; (b) 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) (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); (c) the Privacy and Electronic Communications (EC Directive) Regulations 2003; and (d) guidance and codes of practice issued from time to time by the Data Protection Regulator; in each case as amended, updated or replaced from time to time;

**"Data Protection Regulator"** means 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;

**"Grant(s)"** means the sum(s) to be given by Lansdown to Nominated Charities pursuant to the terms set out in these Terms and Conditions amounting to an aggregate amount of £15,000 and comprising of each of the individual grants as set out in paragraph 2 below;

**"Winning Charity"** means the Nominated Charity that receives most votes by the Voters and is selected by the Voters as the winner of the Selection chosen by Voters to receive the Winning Grant and approved by Lansdown;

**"First Runner Up"** means the Nominated Charity that receives the most votes by Voters after the Winning Charity;

**"Second Runner Up"** means the Nominated Charity that receives the most votes by Voters after the First Runner Up;

**"Third Runner Up"** means the Nominated Charity that receives the most votes by Voters after the Second Runner Up;

**"Fourth Runner Up"** means the Nominated Charity that receives the most votes by Voters after the Third Runner Up;

**"Fifth Runner Up"** means the Nominated Charity that receives the most votes by Voters after the Fourth Runner Up;

**"Sixth Runner Up"** means the Nominated Charity that receives the most votes by Voters after the Fifth Runner Up;

**"Seventh Runner Up"** means the Nominated Charity that receives the most votes by Voters after the Sixth Runner Up;

**"Eighth Runner Up"** means the Nominated Charity that receives the most votes by Voters after the Seventh Runner Up;

**"Ninth Runner Up"** means the Nominated Charity that receives the most votes by Voters after the Eighth Runner Up;

**"Eligibility Criteria"** the eligibility criteria set out at paragraph 5 below to which each Nominated Charity will be subjected by Lansdown in order to assess whether it is eligible to receive any of the Grants;

**"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;

**"Lansdown"** means Lansdown Insurance Brokers, a trading name of South Essex Insurance Brokers Ltd, a company registered in England with company registration number 6317314, whose registered address is at Beaufort House, Brunswick Road, Gloucester, GL1 1JZ, who is authorised and regulated by the Financial Conduct Authority;

**"Nominated Charity"** any charity that is based in Gloucestershire that is nominated by a staff member of Lansdown to enter the Selection pursuant to these Terms and Conditions and "Nominated Charities" shall be construed accordingly;

**"Nominated Charity Statement"** a 150 words description outlining the goals and work of a Nominated Charity along with a link to its website and confirmation that the charity meets the Eligibility Criteria;

**"Runners Up"** means the First Runner Up, the Second Runner Up, and the Third Runner Up, Fourth Runner Up; the Fifth Runner Up; the Sixth Runner Up; the Seventh Runner Up; the Eighth Runner Up; and the Ninth Runner Up and "a Runner Up" shall be construed accordingly;

**"Selection"** the process of nominating and selecting Nominated Charities eligible to receive a Grant as outlined in paragraph 2 below and carried out pursuant to these Terms and Conditions;

**"Sponsorship Agreement"** an agreement to be entered into between Lansdown and a Nominated Charity selected to receive a Grant (at Lansdown's discretion) following conclusion of the Selection;

**"Participants"** means all Lansdown staff members, Voters, any Nominated Charity, the Winning Charity and the Runners Up that are participating in the Selection;

**"Voter"** means any member of the general public who is aged 16 years old or over;

**"Winning Charity"** means the Nominated Charity that receives most votes by the Voters and is selected by the Voters as the winner of the Selection chosen by Voters to receive the Winning Grant and approved by Lansdown;

**"Winning Grant"** means the sum of £10,000 to be given by Lansdown to the Winning Charity pursuant to these Terms and Conditions and a Sponsorship Agreement (if any).

## 2. SELECTION PROCESS:

**Stage 1** - Lansdown staff will each nominate a Nominated Charity.

**Stage 2** - Each Nominated Charity will be emailed and invited to submit a Nominated Charity Statement.

**Stage 3** - Lansdown will collate all of this information and email this out to Voters, inviting them to vote for a Nominated Charity.

**Stage 4** - Voters to determine the Winning charity and the Runners up; and

**Stage 5** - Lansdown gives the Grants as follows:

- a) the Winning Grant to the Winning Charity;
- b) the sum of £1,000 to the First Runner Up;
- c) the sum of £850 to the Second Runner Up;
- d) the sum of £750 to the Third Runner Up;
- e) the sum of £650 to the Fourth Runner Up;
- f) the sum of £550 to the Fifth Runner Up;
- g) the sum of £450 to the Sixth Runner Up;
- h) the sum of £350 to the Seventh Runner Up;
- i) the sum of £250 to the Eighth Runner Up; and
- j) the sum of £150 to the Ninth Runner Up.



### 3. FOR THE VOTERS:

- Participation and Voting in the Selection is free and is open to eligible Voters who are ages 16 years old or over and proof of identity and age may be required. Use of a false name or address will result in disqualification. Voters must reside in the United Kingdom.
- Only one vote per Voter may be made. Lansdown will disallow duplication of votes.
- Nominations of Nominated Charities and votes for Nominated Charities by eligible Voters may be submitted online at [www.lansdowninsurance.com/giving](http://www.lansdowninsurance.com/giving). Votes and/or nominations of Nominated Charities cast in any other ways or online using methods generated by a script, macro or the use of automated devices will be void. Votes and/or nominations of Nominated Charities cannot be changed once these have been submitted.
  - Lansdown accepts no responsibility for lost, delayed, destroyed, misdirected, mis-transmitted or incomplete votes/nominations provided by a Participant. Proof of delivery of a vote/nomination is not proof of receipt.
  - Submission of a nomination of a Nominated Charity by an individual shall constitute an acceptance of these Terms and Conditions by the relevant individual. Submission of a vote by a Voter shall constitute an acceptance of these Terms and Conditions by the relevant Voter.
  - All nominations of Nominated Charities are to be placed by Lansdown's staff by no later than 5pm on Friday, 9th November 2018 ("the Nomination Closing Date").
  - All votes for the Winning Charity are to be placed by Voters no later than 5pm on 31st January 2019 ("the Voting Closing Date").

### 4. FOR ALL CHARITIES:

- Following the Nomination Closing Date, Lansdown shall invite Nominated Charities to submit their Nominated Charity Statements by 5pm on Friday 21st December 2018.
- Submission of a Nominated Charity Statement by a Nominated Charity to Lansdown shall constitute an acceptance of these Terms and Conditions by the Nominated Charity.
- Lansdown accepts no responsibility for lost, delayed, destroyed, misdirected, mis-transmitted or incomplete information provided by a Participant. Proof of delivery of information/Nominated Charity Statement is not proof of receipt.
- Once Nominated Charity Statements are received by Lansdown, Lansdown shall contact the Voters to vote for their Winning Charity. The Charity that receives the most votes by Voters shall become the Winning Charity and, thereafter, the Charity that receives the most votes by Voters: (a) placing after the Winning Charity shall become the First Runner Up; (b) placing after the First Runner Up shall become the Second Runner Up; (c) placing after the Second Runner Up shall become the Third Runner Up; (d) placing after the Third Runner Up shall become the Fourth Runner Up; (e) placing after the Fourth Runner Up shall become the Fifth Runner Up; (f) placing after the Fifth Runner Up shall become the Sixth Runner Up; (g) placing after the Sixth Runner Up shall become the Seventh Runner Up; (h) placing after the Seventh Runner Up shall become the Eighth Runner Up; and (i) placing after the Eighth Runner Up shall become the Ninth Runner Up.
- The following Grants shall be given by Lansdown pursuant to these Terms and Conditions:
  - a) the Winning Grant of £10,000 to the Winning Charity;
  - b) the sum of £1,000 to the First Runner Up;
  - c) the sum of £850 to the Second Runner Up;
  - d) the sum of £750 to the Third Runner Up;
  - e) the sum of £650 to the Fourth Runner Up;
  - f) the sum of £550 to the Fifth Runner Up;
  - g) the sum of £450 to the Sixth Runner Up;
  - h) the sum of £350 to the Seventh Runner Up;
  - i) the sum of £250 to the Eighth Runner Up; and
  - j) the sum of £150 to the Ninth Runner Up.
- Nonetheless, it is the absolute discretion of Lansdown whether:
  - (a) to accept a Nominated Charity and/or disqualify a Nominated Charity;
  - (b) to shortlist a Nominated Charity;
  - (c) to accept a Charity as the Winning Charity;
  - (d) to accept a Charity as a Runner

Up; (e) to give the Winning Grant to the Winning Charity; and/or (d) to give any of the Grants to any of the Runners Up.

- Prior to receiving the Winning Grant the Winning Charity may be required to enter into a Sponsorship Agreement with Lansdown. Refusal to enter into the Sponsorship Agreement may constitute a forfeit of receipt of the Winning Grant by the Winning Charity and in such a case Lansdown shall have the right to select another charity from the Runners Up to receive the Winning Grant subject to these Terms and Conditions.
- Prior to receiving any of the Grants, the Runners Up shall, if required by Lansdown, enter into a Sponsorship Agreement with Lansdown. Refusal to enter into a Sponsorship Agreement may constitute a forfeit of receipt of the applicable Grant by a Runner Up and in such a case Lansdown shall have the right to select another charity from the Nominated Charities to receive the applicable Grant subject to these Terms and Conditions.
- All Grants must be used within 18 months of its receipt and upon the terms set out in the Sponsorship Agreement (if any) and pursuant to the Eligibility Criteria (if applicable). The Grants are as stated in paragraph 2 above and Lansdown is not responsible for any issues arising from the use of the Grants. Each Grant is non-transferable and non-exchangeable and it shall be paid by cheque to the Winning Charity and/or Runner Up pursuant to these Terms and Conditions and pursuant to the terms of a Sponsorship Agreement (if any) and/or as determined by Lansdown. Each Grant may be taxable and each Winning Charity and/or Runner Up will be responsible for any tax arising. Once given the Grant is to be used for the purpose specified and agreed between the Winning Charity and/or the Runner Up and Lansdown pursuant to the terms specified in the Sponsorship Agreement (if any).
- Each Participant shall (if required by Lansdown) participate in all required publicity and Lansdown reserves the right to publish on Lansdown's website and social media sites and in any other media the applicable Nominated Charity's name, details of how the Grant shall be spent and any photos and/or videos associated with the Nominated Charity.
- All information and accompanying material submitted to Lansdown pursuant to the Selection by a Participant will become the property of Lansdown on receipt and will not be returned.
- By submitting a nomination/vote and/or Nomination Charity Statement and/or any accompanying material, each Participant agrees to:
  - (a) assign to Lansdown all intellectual property rights in such materials with full title guarantee; and
  - (b) waive all moral rights, in and to the relevant nomination and otherwise arising in connection with the nomination to which the Participant may now or at any time in the future be entitled under the Copyright, Designs and Patents Act 1988 as amended from time to time and under all similar legislation from time to time in force anywhere in the world.
- Each Participant agrees that Lansdown may, but is not required to, make the Selection available on its website and any other media, whether now known or invented in the future, and in connection with any publicity of the Selection. Each Participant agrees to grant Lansdown a non-exclusive, worldwide, irrevocable licence, for the full period of any intellectual property rights in the nomination pursuant to the Selection and any accompanying materials, to use, display, publish, transmit, copy, edit, alter, store, re-format and sub-licence the nomination and any accompanying materials for such purposes.

### 5. ELIGIBILITY CRITERIA:

In order to enter the Selection, a Nominated Charity must:

- be based in Gloucestershire;
- have been in existence for at least 1 calendar year;
- be registered as a charity in England and Wales with the Charities Commission for England and Wales;
- meet due diligence process requirements of Lansdown;
- have an annual income of less than £15,000,000;
- not discriminate unlawfully in any way, as determined at the sole discretion of Lansdown;
- 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 Lansdown and/or its Group.



The Winner must use the Winning Grant:

- to support the Winning Charity's mission and further its work;
- to benefit the Winning Charity's activities in the Gloucestershire area; and
- in a way that will not benefit any one individual.

The Winning Grant will not be given:

- to individuals for trips, overseas volunteering, GAP year activity, medical treatment, or grants for studying or research;
- for fundraising activities;
- to unregistered charities, not-for-profit groups, Community Amateur Sports Clubs, exempt or excepted charities;
- to other funders and grant makers;
- to organisations which restrict their beneficiaries to a single religious or single ethnic group;
- for events, conferences or sponsorship;
- for shortfall funding;
- for political party activity;
- to beneficiaries located outside of the United Kingdom, the Channel Islands and/or the Isle of Man;
- to Start-ups – organisations must have at least one full year of accounts registered on the relevant commission site;

The Winning Grant can support any Nominated Charity or any project that complies with the Eligibility Criteria set above, but Lansdown is particularly keen to support specific projects such as:

- Building new facilities at a hospice
- Building a new kennel or stable for an animal charity
- Supporting a charitable organization for the homeless purchasing new facilities or equipment

## 6. GENERAL:

- The promoter of the Selection is Lansdown.
- Lansdown'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 approved in writing by Lansdown.
- Lansdown reserves the right to announce the Winning Charity on its website and social media sites.
- 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 Lansdown. These Terms and Conditions are between the Participants and Lansdown. No other person shall have any rights to enforce any of its terms.
- Lansdown may terminate the Selection and these Terms and Conditions at any time at its absolute discretion. The Grants shall be awarded at Lansdown's sole discretion and if it considers that any Participant has acted inappropriately or dishonestly in participating in the Selection, Lansdown reserves its right to refuse to give any of the Grants.
- Lansdown accepts no responsibility for any injury, loss, damage, liabilities or disappointment: (a) incurred or suffered or experienced by the Participants or any employees of the Participants as a result of participating in the Selection. Lansdown 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 Selection. Lansdown 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. Nothing in these Terms and Conditions shall exclude the liability of Lansdown for death, personal injury, fraud or fraudulent misrepresentation.
- Each Participant warrants that any data (personal data or otherwise) submitted pursuant to the Selection 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 Selection. Each Participant

hereby allows Lansdown to process such data in accordance with the Data Protection Legislation and to share it with members of its Group. Each Participant shall assist Lansdown 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 Lansdown to breach any of Lansdown'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.

- Each Participant confirms that it has obtained the consent of the organisation/individual on behalf of which/whom it has submitted votes and/or details of projects and/or images and/ or any other details in respect of the Selection.
- Each Participant hereby agrees to have their details disclosed by Lansdown for the purpose of the Selection and for any marketing initiatives undertaken by Lansdown or its Group. All Participants hereby agree to be contacted and take part in activities including, but not limited to, regular communications about the Selection and the Grants and/or for any other marketing initiatives undertaken by Lansdown or its Group. This could include, but is not limited to, media activity, social media or information on Lansdown's website.
- All Participants will be able to access the Lansdown privacy policy at [www.lansdowninsurance.com/privacy-policy](http://www.lansdowninsurance.com/privacy-policy).
- 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 Lansdown. Lansdown collects your personal data and information that you provide on submission of your votes and/ or provision of nomination charity statements and/or additional details pursuant to the selection process of determining the charities chosen to receive grants from Lansdown ("the Selection"). 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 Selection).

The data controller in respect of any personal data which Lansdown may hold about you or process is South Essex Insurance Brokers Ltd, who you can contact via the Data Protection Officer at South Essex House, North Road, South Ockendon, Essex, RM15 5BE.

Lansdown will process your personal data and information in accordance with the applicable data protection law and may use your personal information to process your vote and/or your nominated charity statements and/or to require additional information as part of the Selection and/ or to provide you with an update as to whether a grant has been given under the Selection and to keep you informed about products and services offered by Lansdown or any member of its Group. Lansdown shall process your personal data on the legal basis that the processing is necessary for your participation in the Selection.

It is your responsibility to ensure and confirm that: (a) you have told the organisation that you are representing about the Selection and how Lansdown will use personal information provided pursuant to the Selection as set out in this Privacy Notice, the Terms and Conditions of the Selection and at [www.lansdowninsurance.com/privacy-policy](http://www.lansdowninsurance.com/privacy-policy); and (b) you have obtained the consent of any of the individuals involved about these arrangements and that they may be contacted by Lansdown as detailed in the Terms and Conditions of the Selection and in this Privacy Notice.

Your personal data and information will be retained and used by Lansdown for the purposes of organising and administering the Selection. Lansdown may also retain for a reasonable period and use the information it holds relating to you for the purposes of arranging and administering any future grant giving programmes, including in respect of ensuring compliance with the rules surrounding the eligibility criteria. Lansdown will only retain your personal data and information for as long as necessary to fulfil the purposes

for which it was collected, as set out above. To determine the appropriate retention period for personal data, we consider the amount, nature, and sensitivity of the personal data, the potential risk of harm from unauthorised use or disclosure of your personal data, the purposes for which we process your personal data and whether we can achieve those purposes through other means, and the applicable legal requirements.

Lansdown wants you to have control over how it uses your information to make offers and how it communicates these to you. You will have the opportunity to “opt-out” of direct marketing and thereafter you can change your marketing preferences to “opt-out” at any time by contacting Lansdown via its Data Protection Officer, at South Essex House, North Road, South Ockendon, Essex, RM15 5BE or on 01708 850000 or email [cleahey@seib.co.uk](mailto:cleahey@seib.co.uk). Lansdown will only use your data to market services and products to you with your continued consent, which you may withdraw at any time as detailed above.

You have the right to request a copy of the personal information Lansdown holds about you and to ask Lansdown to correct any inaccuracies. Under certain circumstances, by law you also have the right to: (i) request erasure of your personal data and information where there is no good reason for Lansdown continuing to process it or you have exercised a right to object to the processing of your personal data and information; (ii) request the restriction of processing of your personal data and information; and (iii) request the transfer of your personal data and information to another third party. Please contact the Data Protection Officer as stated above.

For further information on how Lansdown manages data responsibly, including for fraud prevention, please refer to the Privacy Policy at [www.lansdowninsurance.com/privacy-policy/](http://www.lansdowninsurance.com/privacy-policy/) or contact the Data Protection Officer as stated above.

Lansdown 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.

- ☐ Please tick here to confirm your consent to the processing of your personal information as described above.
- ☐ Please tick here to confirm your consent to receiving marketing information about Lansdown, its Group and Lansdown's business partners.

Lansdown Insurance Brokers is a trading name of South Essex Insurance Brokers Ltd. Authorised and Regulated by the Financial Conduct Authority. Registered address: Beaufort House, Brunswick Road, Gloucester, GL1 1JZ. Company registration number: 6317314. Registered in England.