



## TERMS AND CONDITIONS

### MOVEMENT FOR GOOD AWARDS PROGRAMME 2024: GLOUCESTER CATHEDRAL CHRISTMAS CAROL CONCERT SPECIAL DRAW – 3 X £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 Benefact House, 2000 Pioneer Avenue, Gloucester Business Park, Brockworth, Gloucester, GL3 4AW (**“the Promoter”**).
- The Movement for Good Awards programme is a charitable giving programme of the Promoter, and upon the terms set out in these Terms and Conditions, the Promoter shall give three (3) donations of one thousand pounds sterling (£1,000) each (each a **“Donation”** and together **“the Donations”**) to three (3) Eligible Charities (as defined below), nominated by an individual who completes the Nomination Form (as defined below) (each a “Nomination” and together “the Nominations”) and randomly selected as winners in accordance with these Terms and Conditions (“the Competition”).
- The Competition comprises one (1) draw which will open for Nominations at 09:00am (GMT) on **Friday 18th October 2024** and close for Nominations at 23:59pm (GMT) on **Thursday 19th December 2024** (the **“Draw”**). Any Nomination Forms submitted after 23:59pm on Thursday 19th December will not be accepted into the Special Draw.
- The Promoter uses an external agency to verify that any charity nominated within the Draw meets the requirements of an Eligible Charity. Three Eligible Charities nominated in accordance with these Terms and Conditions will be randomly selected by a computerised random generator from valid Nominations received during the period of the Draw (each a **“Winner”** and together **“the Winners”**). The decision of the Promoter is final and no correspondence or discussion will be entered into.
- 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 the following: the Charity Commission for England and Wales; (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) through its work supports children and young people (aged 23 and under);
  - (e) is a registered charity which is operating principally from within the County of Gloucestershire and primarily for the benefit of beneficiaries located in Gloucestershire;
  - (f) does not discriminate unlawfully in any way, as determined by the sole discretion of the Promoter;
  - (g) does not support any specific political party or affiliated group; and
  - (h) does not relate to any controversial subject matter that is contrary to the values and expectations of the Promoter and its group of companies.



- Entry to the Competition is free. No purchase is necessary.
- Entries for this Competition must be made via the online nomination form available at: [movementforgood.com/carolconcert](https://movementforgood.com/carolconcert) (“the Nomination Form”).
- Any individual who is over the age of 18 may participate in the Competition and nominate an Eligible Charity for a Donation by submitting a Nomination Form in accordance with these Terms and Conditions (each an “Entrant”).
- **Each Entrant is allowed one nomination per Eligible Charity.** Any subsequent nominations by an Entrant for the same Eligible Charity will be void. An Entrant may therefore nominate multiple Eligible Charities for a Donation under this Competition. Only one Eligible Charity is to be nominated on each Nomination Form.
- A Nomination Form cannot be changed once it has been submitted.
- A Nomination Form nominating organisations which do not fall within the definition of an Eligible Charity will be void and will not be accepted into the Draw for this Competition. Only organisations satisfying the eligibility criteria for the Competition (as set out in definition of an Eligible Charity above) in the Promoter’s sole discretion will be eligible to receive a Donation under this Competition.
- Entrants who complete and submit a Nomination Form in accordance with these Terms and Conditions will have their Eligible Charity nomination(s) entered into the Competition.
- The submission of a Nomination Form is an acceptance of these Terms and Conditions by the Entrant.
- Incomplete, un-submitted, illegible or unclear Nomination Forms (for example, where the Eligible Charity is not identifiable from the details provided in the Nomination Form) or Nomination Forms submitted after **23:59 on Thursday 19th December 2024** will be void and not accepted into the Draw.
- The Promoter accepts no responsibility or liability for Nomination Forms that are lost, destroyed, misdirected, unclear, incomplete or not submitted or cannot be delivered or entered into the Competition for any technical or other reason including as a result of any equipment failure, technical malfunction, systems, network, server, computer hardware or software failure of any kind. Proof of transmission or delivery of a Nomination Form is not proof of receipt of entry to the Competition.
- An Eligible Charity can only win one Donation from this Draw. For example, if an Eligible Charity receives nominations from several Entrants and is randomly selected as a Winner on more than one occasion during the selection process for the Winners (as set out above), the Eligible Charity shall only win one Donation and the Promoter shall select another Eligible Charity as a Winner in accordance with the same selection process. This does not prevent an Eligible Charity from being nominated and having an ability to win another donation from the Promoter under a separate competition ran by the Promoter as part of the wider Movement for Good Awards programme in accordance with the relevant competition’s terms and conditions.



- A nomination made by an Entrant under this Competition shall not serve to act as a nomination by such Entrant in any other competition being ran by the Promoter (if any) under the Movement for Good Awards programme and vice versa. A separate nomination form must be submitted by an entrant for each Movement for Good award competition in accordance with the relevant terms and conditions of such competition (unless the relevant terms and conditions expressly state otherwise).
- The Promoter's total liability under or in connection with these Terms and Conditions shall be limited to £3,000 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 for this Competition will be published on the Promoter's website at [movementforgood.com/carolconcert](http://movementforgood.com/carolconcert) between **23rd December 2024 and 6th January 2025** (the "**Announcement Period**").
- The Promoter will seek to contact each Winner to notify them that they have won a Donation under this Competition during or as soon as reasonably practicable after the Announcement Period, using the contact details available for such Winner on the Charity Commission's website or such Winner's website.
- If the Winner cannot be contacted or has not claimed the Donation within 60 days of publication of them as a Winner on [www.movementforgood.com/carolconcert](http://www.movementforgood.com/carolconcert), the Donation may be withdrawn (in the Promoter's sole discretion) and the Promoter reserves the right to re-select another Eligible Charity from the Draw in accordance with these Terms and Conditions and offer such Donation to the newly selected Winner or to use such Donation as a prize in a separate competition run by the Promoter as part of the Movement for Good programme. The decision of the Promoter is final and no correspondence or discussion will be entered into.
- Each Donation will be paid directly by the Promoter by BACS payment or cheque to each Winner.
- Each Donation is not transferrable by the Winner, cannot be claimed by a third party on a Winner's behalf and is given to the Winner at the Promoter's sole discretion and is subject to (a) the terms set out in these Terms and Conditions; and (b) availability. The Donations cannot be replaced if lost, destroyed or stolen or if any of the cheques are not cashed within 6 months (from the date written on the front of the cheques).
- Insofar as is permitted by law, the Promoter accepts no responsibility and shall not be liable to an Entrant or Eligible Charity for any damage, loss, liability, injury or disappointment incurred or suffered by an Entrant or an Eligible Charity in connection with the Competition.
- If there is any reason to believe that there has been a breach of these Terms and Conditions, the Promoter reserves the right (in its sole discretion) to exclude an Entrant or Eligible Charity from participating in the Competition.



- The Promoter reserves the right at any time and from time to time to modify or discontinue, temporarily or permanently, this Competition with or without prior notice due to reasons outside of 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

- The Benefact Group (formerly the Ecclesiastical Group) is made up of different organisations, details of which can be found here. This Privacy Notice is issued on behalf of the Promoter, who is the controller in respect of the personal data which the Promoter holds about you (the Entrant) in relation to the Competition.
- Below is a brief summary of how your personal data and personal information will be processed by the Promoter.
  - The Promoter collects your personal data and personal information that you provide on submission of the Nomination Form. This personal data includes basic personal details about you such as your name, email address, location, age range and occupation.
  - The Promoter may use your personal data and personal information:
    - to process the Nomination Form and to provide you with an update as to whether the Donation has been given to the charity nominated by you in your Nomination Form. For these purposes, the Promoter will process your personal data on the legal basis that the processing is necessary for the Promoter's legitimate business need to administer the Competition and your participation in the Competition via the submission of your Nomination Form;
    - for the purpose of analysing the nominations received for the Competition. For these purposes, 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 Competition; and
    - to contact you (on behalf of your nominated charity) to gain a better understanding of the risks, challenges and needs of charities. Such contact may include an invitation to complete a survey. For these purposes, the Promoter will process your personal data on the legal basis that the processing is necessary for the Promoter's legitimate business need to better understand the issues facing the charity sector.
  - Where you opt in to receive information about any of the Promoter's range of services (preferences and options will be presented to you for selection at the time of submission of your Nomination Form), the Promoter will add you to the applicable mailing list for which you have opted in. You may opt out at any time by clicking on the unsubscribe link on any email that you receive from the Promoter or by emailing the Promoter at [weboffice@ecclesiastical.com](mailto:weboffice@ecclesiastical.com).
  - The Promoter may share your personal information with other companies in the Benefact Group, other affiliated companies and third parties for the purposes described in this privacy notice. The Promoter may transfer your personal information overseas, including outside of the UK or European Economic Area, but will put appropriate safeguards in place to ensure that your personal information is protected.



- The Winners and nominated Eligible Charities may be contacted in relation to promotional activity regarding: (a) the Programme; (b) fundraising resources developed by the Benefact Group; (c) third party fundraising solutions, to help charities achieve their fundraising goals; and (d) challenges which the charity faces (including being invited to complete a survey). Individuals at the Winners and at nominated Eligible Charities may opt out of this use of their personal information at any time by clicking on the unsubscribe link on any email that they receive from the Promoter or by emailing the Promoter at [weboffice@ecclesiastical.com](mailto:weboffice@ecclesiastical.com).
- You have a number of data protection rights including the right of access. Full details are set out in our Privacy Policy. If you wish to exercise your rights, please contact the Data Protection Officer of the Promoter at [compliance@ecclesiastical.com](mailto:compliance@ecclesiastical.com) or by writing to Benefact House, 2000 Pioneer Avenue, Gloucester Business Park, Brockworth, Gloucester, GL3 4AW and for the attention of the Data Protection Officer.
- For further information on your data protection rights and how the Promoter manages personal data responsibly, including for fraud prevention, please refer to the Privacy Policy at [www.benefactgroup.com/privacy-policy/](http://www.benefactgroup.com/privacy-policy/).
- 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.