

SEIB GIVING CHARITABLE GRANTS GENERAL TERMS AND CONDITIONS



1. 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;

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

"First Runner Up" means the Select Charity that receives the most votes by Voters after the Winning Charity pursuant to paragraph 4.4;

"Second Runner Up" means the Select Charity that receives the most votes by Voters after the First Runner Up pursuant to paragraph 4.4;

"Third Runner Up" means the Select Charity that receives the most votes by Voters after the Second Runner Up pursuant to paragraph 4.4;

"Fourth Runner Up" means the Select Charity that receives the most votes by Voters after the Third Runner Up pursuant to paragraph 4.4;

"Fifth Runners Up" means the three select Charities that receives the most votes by Voters after the Forth Runner Up pursuant to paragraph 4.4;

"Grant(s)" means the sum(s) to be given by SEIB to Nominated Charities pursuant to the terms set out in these Terms and Conditions amounting to an aggregate amount of £50,000 and comprising of each of the individual grants as set out in paragraph 2 below;

"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;

"Nominated Charity" any charity that is nominated to enter the Selection pursuant to these Terms and Conditions and "Nominated Charities" shall be construed accordingly;

"Runners Up" means the First Runner Up, the Second Runner Up, the Third Runner Up, the Forth Runner Up and the Fifth Runners Up, and "a Runner Up" shall be construed accordingly;

"SEIB" means SOUTH ESSEX INSURANCE BROKERS LIMITED, a company registered in England and Wales with company registration number 06317314, whose registered office is at Benefact House, 2000, Pioneer Avenue, Gloucester Business Park, Brockworth, Gloucester, GL3 4AW, United Kingdom;

"Select Charity" means a Nominated Charity that has been shortlisted by SEIB at SEIB's sole discretion pursuant to the Eligibility Criteria and subjected to a secondary voting by the Voters pursuant to paragraphs 3.6, 3.7, 4.1 and 4.4 below;

"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 SEIB and a Nominated Charity selected to receive a Grant (at SEIB's discretion) following conclusion of the Selection;

"Participants" means all Voters, any Nominated Charity, any Select Charity, the Smallest Select Charity, the Winning Charity and the Runners Up;

"Voter" means a client of SEIB who holds an insurance policy with SEIB as at 1st January 2019 and who votes in the Selection pursuant to these Terms and Conditions;

"Winning Charity" means the Select Charity that receives most votes by the Voters after the second round of voting pursuant to paragraphs 3.6, 3.7, 4.1 and 4.4. below and is selected by the Voters as the winner to receive the Winning Grant and approved by SEIB;

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

2. Selection Process

Stage 1 – Individuals nominate a Nominated Charity pursuant to paragraph 3 below;

Stage 2 – SEIB determines a shortlist of Select Charities pursuant to paragraph 4 below;

Stage 3 – SEIB circulates the list of Select Charities to all Voters for second stage voting pursuant to paragraph 3.7 below;

Stage 4 – Voters vote to determine the Winning Charity and the Runners Up pursuant to paragraph 3 below; and

Stage 5 – SEIB gives the Grants as follows:

- (a) £10,000
- (b) £8,000 highest placed charity with turnover under £100,000
- (c) £6,000
- (d) £4,000
- (e) £3,500
- (f) £3,000
- (g) £2,500
- (h) £2,000
- (i) £2,000
- (j) £2,000

3. For the Voters

3.1 Participation and Voting in the Selection is free and is open to individuals and/or Voters aged 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 UK.

3.2 Only one vote per Voter may be made. SEIB will disallow duplication of votes.

3.3 Nominations of Nominated Charities may be submitted by using voting cards provided by SEIB or online at www.seib.co.uk/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.

3.4 SEIB accepts no responsibility for lost, delayed, destroyed, misdirected, mis-transmitted or incomplete votes/nominations. Proof of delivery of a vote/nomination is not proof of receipt.

3.5 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.

3.6 All initial nominations for Nominated Charities are to be placed by individuals not later than 5pm on **12th January 2021** ("the Closing Date").

3.7 On **2nd March** SEIB clients will be contacted to vote for a select Charity's project in order to select the Winning Charity and the Runners Up. All Voters shall cast their vote for the Winning Charity and the Runners Up by no later than 5pm on **30th March 2021**.

4. For all Charities

4.1 Following the Closing Date, SEIB shall invite Nominated Charities to submit details of their intentions on how the Winning Grant will be spent. It is up to the Nominated Charity to submit details by **5pm on 2nd March 2021** and to meet the Eligibility Criteria. If a Nominated Charity is asked to confirm how they would use the Winning Grant, they must provide clear details of the project and timescales or completion by no later than **5pm on 2nd March 2021**. If planning permission is required for completion of the charitable project, a letter of intent proving that the plan is acceptable from the relevant planning office would be required, even if full planning has not been already granted.

4.2 Submission of details by a Nominated Charity to SEIB pursuant to paragraph 4.1 shall constitute an acceptance of these Terms and Conditions by the Nominated Charity.

4.3 SEIB accepts no responsibility for lost, delayed, destroyed, misdirected, mis-transmitted or incomplete information provided by a Participant. Proof of delivery of information is not proof of receipt.

4.4 Once details are received by the Nominated Charities, SEIB shall determine at its sole discretion a list of Select Charities and shall contact the Voters pursuant to paragraph 3.7 to vote for a Select Charity's project. The Select Charity that receives the most votes by Voters following the second round of voting pursuant to paragraph 3.7 above shall become the Winning Charity and, thereafter, the Select Charity that receives the most votes by Voters: (a) placing after the Winning Charity shall become the First Runner Up; and (b) placing after the First Runner Up shall become the Second Runner Up.

4.5 The following Grants shall be given by SEIB pursuant to these Terms and Conditions:

- (a) £10,000
- (b) £8,000 highest placed charity with turnover under £100,000
- (c) £6,000
- (d) £4,000
- (e) £3,500
- (f) £3,000
- (g) £2,500
- (h) £2,000
- (i) £2,000
- (j) £2,000

4.6 Nonetheless, it remains the absolute discretion of SEIB whether: (a) to accept a Nominated Charity and/or disqualify a Nominated Charity; (b) to shortlist a Nominated Charity as a Select Charity; (c) to accept a Select Charity as the Winning Charity; (d) to accept a Select Charity as a Runner Up; (e) to give any of the Grants to the Runners Up and/or the Nominated Charities.

4.7 Prior to receiving the Winning Grant the Winning Charity if required by SEIB shall be required to enter into the Sponsorship Agreement with SEIB. 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 SEIB shall have the right to select another charity from the Runners Up to receive the Winning Grant subject to these Terms and

Conditions.

4.8 Prior to receiving any of the Grants, the Runners Up shall, if required by SEIB, enter into a Sponsorship Agreement with SEIB. 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 SEIB shall have the right to select another charity from the Nominated Charities to receive the applicable Grant subject to these Terms and Conditions.

4.9 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 paragraphs 2 and 4.5 above and SEIB 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 in cash to the selected Nominated Charity pursuant to these Terms and Conditions and pursuant to the terms of a Sponsorship Agreement (if any) and/or as determined by SEIB. Each Grant may be taxable and each selected Nominated Charity will be responsible for any tax arising. Once given the Grant is to be used for the purpose specified and agreed between the selected Nominated Charity and SEIB pursuant to the terms specified in the Sponsorship Agreement (if any).

4.10 Each Participant shall (if required by SEIB) participate in all required publicity and SEIB reserves the right to publish on SEIB's website and social media sites and in any other media the applicable Nominated Charity's name, details of the project for which a Grant shall be spent and any photos and/or videos associated with the Nominated Charity.

4.11 All nominations submitted by Voters pursuant to the Selection and any accompanying material submitted to SEIB pursuant to the Selection by a Participant will become the property of SEIB on receipt and will not be returned.

4.12 By submitting a nomination and any accompanying material, each Participant agrees to:

- (a) assign to SEIB all your intellectual property rights 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.

4.13 Each Participant agrees that SEIB may, but is not required to, make the nomination available on its website www.seib.co.uk 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 SEIB 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 become a Select Charity, a Nominated Charity must:

- have been in existence for at least 1 calendar year;

- be registered as a charity: (a) in England and Wales with the Charities Commission for England and Wales; (b) in Scotland with the Office of the Scottish Charity Regulator; (c) in Northern Ireland with the Charity Commission for Northern Ireland; and/or (d) in the Channel Islands and the Isle of Man with the relevant
- meet due diligence process requirements of SEIB;
- have an annual income of less than £10,000,000;
- not discriminate unlawfully in any way, as determined by the sole discretion of SEIB;
- not support any specific political party or affiliated group;
- not relate to any controversial subject matter that is contrary to the values and expectations of SEIB and/or its Group;
- not plan to use the Winning Grant for any commercial purpose; and
- where applicable have returned a satisfactory impact assessment form to SEIB by **5pm on 31st December 2020** if they were a beneficiary of the 2019 SEIB Charitable Giving promotion.

Nominated Charities that have won a grant of £50,000 participating in the previous SEIB Charitable Giving promotions are not eligible for the Winning Grant or the Runner Up Grants detailed at paragraphs 4.5 (b) to (e) but are eligible for one of the Runner Up Grants detailed at paragraphs 4.5 (h) and (g).

The Winning Grant must:

- be used for a specified "charitable purpose" as defined in section 2 of the Charities Act 2011 (as amended from time to time);
- support the Select Charity's mission and further its work;
- benefit the Select Charity's activities in the United Kingdom;
- not be for the benefit of any one individual; and

The Winning Grant will not be made for:

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

6. General

6.1 The promoter of the Grant is SEIB.

6.2 SEIB'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 SEIB.

6.3 SEIB reserves the right to announce the Winning Charity on its website and social media sites.

6.4 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 SEIB. These Terms and Conditions are between the Participants and SEIB. No other person shall have any rights to enforce any of its terms.

6.5 SEIB may terminate the Selection and these Terms and Conditions at any time at its absolute discretion. The Grants shall be awarded at SEIB's sole discretion and if it considers that any Participant has acted inappropriately or dishonestly in participating in the Selection, SEIB reserves its right to refuse to award any of the Grants.

6.6 SEIB 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. SEIB 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. SEIB 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 SEIB for death, personal injury, fraud or fraudulent misrepresentation.

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

6.8 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.

6.9 Each Participant hereby agrees to have their details disclosed by SEIB for the purpose of the Selection and for any marketing initiatives undertaken by SEIB 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 SEIB or its Group. This could include, but is not limited to, media activity, social media or information on SEIB's website.

6.10 All Participants will be able to access the SEIB privacy policy at www.seib.co.uk/privacy.

6.11 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.

6.12 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.

South Essex Insurance Brokers Limited is authorised and regulated by the Financial Conduct Authority. SOUTH ESSEX INSURANCE BROKERS LIMITED, a company registered in England and Wales with company registration number 06317314, whose registered office is at Benefact House, 2000, Pioneer Avenue, Gloucester Business Park, Brockworth, Gloucester, GL3 4AW, United Kingdom.