



SEIB giving charitable donations 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) EU 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 as incorporated into domestic United Kingdom law by the European Union (Withdrawal Agreement) Act 2020 and amended by The Data Protection, Privacy and Electronic Communications (Amendments etc) (EU Exit) Regulations 2020 (together the UK GDPR); (c) Data Protection (Charges and Information) Regulations 2018; (d) the Privacy and Electronic Communications (EC Directive) Regulations 2003; and (e) 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 any successor body or bodies to such organisations, as the context may require;

"Donation(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 donations as set out in paragraph 2 below;

"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 Donations;

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

"Sixth Runner Up" means the two Select Charities that receive the most votes by Voters after the Fifth Runner Up pursuant to paragraph 4.4;

"Seventh Runners Up" means the two Select Charities that receive the most votes by Voters after the Sixth Runners Up pursuant to paragraph 4.4;

"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 Fourth Runner Up, the Fifth Runner Up, the Sixth Runners Up and the Seventh Runners Up and "a Runner Up" shall be construed accordingly;

"SEIB" means SEIB 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 Donation as outlined in paragraph 2 below and carried out pursuant to these Terms and Conditions;

"Participants" means all Voters, any Nominated Charity, any 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 2020 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 Donation and approved by SEIB; and

"Winning Donation" means the sum of £12,000 to be given by SEIB to the Winning Charity pursuant to these Terms and Conditions.

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 Donations as follows on **18th May 2022**:

- (a) £12,000
- (b) 11,000 highest placed charity with turnover under £100,000
- (c) £7,000
- (d) £6,000
- (e) £5,000
- (f) £4,000
- (g) £2,000
- (h) £2,000
- (i) £500
- (j) £500

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 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 **17th January 2022 ("the Closing Date")**.

3.7 Select Charities will be contacted by SEIB on or before 18th February 2022.

3.8 On 8th April 2022 SEIB clients will be contacted to vote for a Select Charity 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 18th April 2022.

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 Donation will be spent. It is up to the Nominated Charity to submit details by 5pm on 14th March 2022 and to meet the Eligibility Criteria.

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 to 7 to vote for a Select Charity. The Select Charity that receives the most votes by Voters following the second round of voting pursuant to paragraph 3 to 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 and so forth.

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

- (a) £12,000
- (b) 11,000 highest placed charity with turnover under £100,000
- (c) £7,000
- (d) £6,000
- (e) £5,000
- (f) £4,000
- (g) £2,000
- (h) £2,000
- (i) £500
- (j) £500

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 Donations to the Runners Up and/or the Nominated Charities. All Donations must be used within 18 months of its receipt and pursuant to the Eligibility Criteria (if applicable). The Donations are as stated in paragraphs 2 and 4.5 above and SEIB is not responsible for any issues arising from the use of the Donations. Each Donation 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/or as determined by SEIB. Each Donation may be taxable and each selected Nominated Charity will be responsible for any tax arising. Once given the Donation is to be used for the purpose specified and agreed between the selected Nominated Charity and SEIB.

4.7 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 how the Donation shall be spent and any photos and/or videos associated with the Nominated Charity.

4.8 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.

4.9 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 Charity Regulator;
- meet the 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 Donation for any commercial purpose; and
- where applicable have returned a satisfactory impact assessment form to SEIB by **5pm on 31st December 2021** if they were a beneficiary of the 2020 SEIB Charitable Giving promotion.

Donations 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, Channel Islands and/or the Isle of Man; and
- not be for the benefit of any one individual.

Donations will not be made for:

- Individuals - including trips, overseas volunteering, GAP year activity, medical treatment, or Donations 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 donation 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; and/or
- 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 donation 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 Donations 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 Donations.

6.6 SEIB 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 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.

6.8 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.

6.9 Each Participant confirms that it has obtained the consent of the organisation/individual on behalf of which/whom it has submitted votes and/or images and/ or any other details in respect of the Selection.

6.10 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 in relation to this charitable giving programme. All Participants hereby agree to be contacted and take part in activities including, but not limited to, regular communications about the Selection and the Donations and/or for any other marketing initiatives undertaken by SEIB or its Group in relation to this charitable giving programme. This could include, but is not limited to, media activity, social media or information on SEIB's website.

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 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.

7. Privacy notice

7.1 Your privacy is important to the SEIB. SEIB collects your personal data and information that you provide as part of the Selection. This information may include basic personal details such as your title, first name, last name and email.

7.2 SEIB may use your personal data:

- to undertake the Selection and to provide Participants with an update as to the Winning Charity and the Runners Up. For these purposes, SEIB shall process your personal data on the legal basis that the processing is necessary for SEIB's legitimate business need to administer the charitable giving programme and your participation; and
- for the purpose of analysing the nominations received for the charitable giving programme. For these purposes, SEIB shall process your personal data on the legal basis that processing is necessary for SEIB's legitimate business need of statistical and strategic analysis in relation to the charitable giving programme.

7.3 Where you opt in to receive information about any of SEIB's range of services and/or SEIB's charitable events and awards (preferences and options will be presented to you for selection at the time of submission of your nomination), SEIB 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 SEIB or by emailing SEIB at dataprotection@seib.co.uk.

7.4 SEIB may share your personal information with other companies in the Group, other affiliated companies and third parties for the purposes described in this Privacy Notice. SEIB 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.

7.5 You have a number of data protection rights including the right of access. Full details are set out in our Privacy Policy (please see below). If you wish to exercise your rights, please contact the Data Protection Officer of SEIB at dataprotection@seib.co.uk or by writing to South Essex House, North Road, South Ockendon, Essex, RM15 5BE.

7.6 For further information on your data protection rights and how SEIB manages personal data responsibly, including for fraud prevention, please refer to the Privacy Policy at www.seib.co.uk/privacy-policy.

7.7 SEIB 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.

SEIB 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.

