



TERMS AND CONDITIONS

BENEFACT GROUP CHARITY HEROES AWARDS 2024

– £49,000 CHARITABLE DONATIONS

- By entering the Programme, you are agreeing to these Terms and Conditions.
- For the purpose of these Terms and Conditions, the promoter is BENEFACT GROUP PLC (company registered number 01718196) whose registered office is at Benefact House, 2000 Pioneer Avenue, Gloucester Business Park, Brockworth, Gloucester, GL3 4AW (“**the Promoter**”).
- The **Charity Heroes Awards 2024** is a charitable giving programme of the Promoter, whereby upon the terms set out in these Terms and Conditions, the Promoter shall give seven donations of £5,000 each for winners in each of the seven categories, and £1,000 each for two runners-up in each category (total £49,000) (or the equivalent in Euros at the time of payment where delivery is to take place in the Republic of Ireland) (each a “**Donation**” and together “**the Donations**”) to 21 Eligible Charities (as defined below), entered by an individual who completes the Entry 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 registered with one of the following:
 - the Charity Commission for England and Wales;
 - the Jersey Charity Commissioner or the Guernsey Registry as applicable in respect of the Channel Islands, or the Central Registry in respect of the Isle of Man;
 - 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; OR
 - (c) is a not for profit organisation or a registered community interest company (limited by shares or by guarantee) which has been approved by the Office of the Regulator of Community Interest Companies;
 - (d) has satisfied the due diligence process requirements of the Promoter;
 - (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 and its group of companies.



- Entry to the Programme is free. No purchase necessary.
- Entries must be made via the online entry form available at: <https://benefactgroup.com/awards> (“**the Entry Form**”). Entrants who complete and submit the Entry Form will be entered into the Programme (“**the Entrants**”). Entry 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.
- This Programme is open to anyone who submits an Entry Form. All Entrants must be of the age of 18 or over. Entries must be submitted by someone who works at, volunteers with or is connected to the Eligible Charity. An Entrant can enter an Eligible Charity into multiple categories, but can only enter an Eligible Charity into each category once. Any subsequent entries by an Entrant for the same Eligible Charity will be void.
- Submission of an Entry Form is an acceptance of these Terms and Conditions by the Entrant.
- The **opening date and time for submitting an Entry Form is 17 June 2024 at 00:01**.
- The **closing date and time for submitting an Entry Form is 26 July 2024 at 23:59**. The Promoter will accept no responsibility for incomplete or un-submitted Entry Forms. Illegible Entry Forms or Entry Forms submitted after **23:59 on 26 July 2024** will be void and not accepted. The Promoter accepts no responsibility for Entry 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 an Entry Form is not proof of receipt.
- An Eligible Charity can only win one Donation.
- Entry Forms entering 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.
- The Promoter’s liability under or in connection with these terms and conditions shall be limited to the value of the Donation 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.
- A panel of judges made up of representatives from businesses belonging to the Benefact Group, in addition to Givestar who the Benefact Group are an investor within, will review all submitted applications and determine the winners and runners up. The Promoter’s decision will be final, and no correspondence will be entered into.



- Winners and runners-up will be announced on **Thursday 28th November 2024** at **The Tower of London** (“the Event”). The details of the winners and runners-up (including information from the Entry Form) will be used at the Event for public relations purposes, published on the Promoter’s website at <https://benefactgroup.com/>, used in the Promoter’s publications and on its social media channels.
- The Promoter is obliged by the CAP Code to publish or make available information that indicates a valid award has been made. By submitting an entry, you consent to the Promoter using your title, name, and town of residence to do this. If you are a winner or runner-up, you may object to this and ask for the amount of information to be reduced by letting the Promoter know when you are notified of winning a Donation, and in any event before such publication. However, the Promoter may still be obliged by law to provide the winner’s name, address and contact details to the Advertising Standards Agency or its appointed agents.
- The winner may be requested to supply a photograph for the Promoters promotional purposes. If you are a winner, you agree to the Promoter sharing photographs, videos, and interviews of you in relation to the Donation and you consent to the use of such, by the Promoter, for promotional purposes without further consent or compensation, in any way now or in the future.
- Each Donation will be paid directly by the Promoter by BACS payment to each winner and runner-up. No correspondence will be entered into. The Promoter will not be responsible for any inability of a winner or runner-up to take up a Donation. If the Promoter does not hear from a winner or runner-up within 60 days of publishing them as a winner or runner-up on <https://benefactgroup.com/> the Donation will be withdrawn.
- The winners and runners-up 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 or runners-up 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.
- 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.
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PRIVACY NOTICE

- The Benefact Group (formerly the Ecclesiastical Group) is made up of different legal entities, 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 we hold about you in relation to the Programme.
- The Promoter collects your personal data and personal information that you provide on submission of the Entry Form. This personal data may include basic personal details such as your name, email, region, age range and occupation.
- The Promoter may use your personal information:
 - to process the Entry Form and to provide you with an update as to whether the Donation has been given to the charity listed in your Entry 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 Programme and your participation in the Programme via the submission of your Entry Form;
 - for the purpose of analysing the entries received for the Programme. 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 Programme;
 - to contact you (on behalf of your entered 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; and
 - for promotional purposes as follows:
 - a. at the Event;
 - b. published on the Promoter's website at <https://benefactgroup.com/>;
 - c. used in the Promoter's publications and
 - d. published on its social media channels.
- 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 Entry 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.



- 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.
- You have a number of data protection rights including the right of access, the right to withdraw your consent and the right to request that we delete your personal information. Full details are set out in our Privacy Policy under 'Your rights'. If you wish to exercise your rights, please contact the Data Protection Officer of the Promoter at compliance@ecclesiastical.com or by writing to the Data Protection Officer at Benefact House, 2000 Pioneer Avenue, Gloucester Business Park, Brockworth, Gloucester, GL3 4AW.
- 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/ or contact the Promoter's Data Protection Officer using the contact details above.
- 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.