



# Schools Design Competition

## TERMS AND CONDITIONS

### MOVEMENT FOR GOOD SCHOOLS CHRISTMAS CARD DESIGN COMPETITION 2024

#### THE PROMOTOR

- 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 COMPETITION

- The competition title is the **Movement for Good Schools Christmas Card Design Competition 2024**. The competition is part of a charitable giving programme of the Promoter. In the competition, the Promoter will give **eight prizes of £1,000** (each a “**Donation**”) to eight different **Eligible Schools** selected by the **Judges** in accordance with these terms and conditions.
- An **Eligible School** is any school that:
  - Receives an invitation to participate from the Cheltenham Literature Festival 2024;
  - teaches pupils in Reception Year up to and including Year 11, or any age group between; and
  - is resident in the United Kingdom.

#### HOW TO ENTER

- Entry to the Competition is free. No purchase necessary.
- Entries must be made via the online entry form available at: **<https://benefactgroup.com/schoolsdesigncomp>**
- Entries must be submitted only by someone who is authorised to do so.
- An Eligible School may enter multiple entries from the same pupil or from different pupils.
- The **Opening Date** for submitting entries is **09:00 on 16 September 2024**.
- The **Closing Date** for submitting entries is **23:59 on 13 October 2024**.
- Entries submitted after the Closing Date or which **do not comply with these terms and conditions** will be void. There will be no Donation in respect of any such entry.
- By submitting an entry, the school confirms that:
  - it meets the Eligible School criteria, above; and
  - accepts and agrees to be bound by these Terms and Conditions.



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- Entries which are
  - not originals;
  - the work of anyone older than Year 11 pupils; or
  - automatically generated by computer or artificial intelligence such as ChatGPT, **must not be submitted**.
- The Promoter may require proof of eligibility. It reserves the right to disqualify an entry if any eligibility criteria are not met, if conduct is contrary to the spirit or the intention of the competition, or if these Terms and Conditions are breached.
- Competition entries cannot be returned.
- The Promoter accepts no responsibility for any entry which is ineligible, lost, destroyed, incomplete, not submitted or only partially submitted, or which cannot be delivered or entered for any technical or other reason.
- The Promoter accepts no responsibility for any damage to any computer or system in connection with any entry or the competition.

### WINNERS

- A panel of judges from **Benefact Group** (see **Privacy Notice**, below for what this is) plus one independent judge will review all entries to determine eight winning designs (each a **Winning Design**). A list of the names of the judges will be available on request by email to [info@movementforgood.com](mailto:info@movementforgood.com) during the **14 days** following the Closing Date.
- The decision of the judges will be final and no correspondence or discussion concerning that decision will be entered into (other than that indicated below for each Winning Design).
- Winning Schools will be notified on or around 17 October 2024.

### In the case of each Winning Design:

- Details of the school which submitted each Winning Design (each a **Winning School**) and relevant year group will be announced on the Promoter's website at [www.movementforgood.com](http://www.movementforgood.com) on or around 17 October 2024.
- The Promoter will contact the Winning School, using details on the Entry Form, to
  - inform of the Winning Design; and
  - obtain relevant bank account details; and
  - discuss the Promotional Activities referred to below.



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### PROMOTIONAL ACTIVITIES

- The Winning School will, on request, cooperate promptly with the Promoter in connection with:
  - promotional activity for the Competition, Winning Design and/or Winning School; and
  - seeking, from the relevant person with parental responsibility for the child who created the Winning Design, appropriate **permission to use the Winning Design**
    - to create a digital Christmas card for charities to download and use to promote the Movement for Good charitable giving programme; and
    - on Benefact Group's websites and social media accounts, to promote the Movement for Good charitable giving programme, and to share information about the competition and winning entries.

(The Promotor recognises that the Winning School itself may not be able to such permission.)

### THE DONATIONS

- Donations are not transferable or negotiable.
- An Eligible School may win only one Donation, irrespective of the number of Winning Designs it submits to the competition.
- Each Donation will be paid directly by the Promotor by BACS payment or cheque to the Eligible School which submitted the Winning Design. The Promotor will not be responsible for any inability to take up a Donation.
- If the Promotor does not hear from a Winning School within **6 days** of being contacted by the Promotor or publication of the Winning Schools on <https://benefactgroup.com/schoolsdesigncomp> (whichever is later), the Donation may be withdrawn.

### LIABILITY

In so far as is permitted by law, the Promoter will not in any circumstances be responsible or liable to any entrant, or accept any liability for any loss or damage, in connection with the competition or these terms and conditions. This shall not limit the Promoter's liability to a Winning School for a Donation in connection with its Winning Design, provided the respective entry and school both comply with these Terms and Condition, but the Promoter's liability in connection therewith shall in any event not exceed £1000. The Promoter does not exclude or limit its liability for death or personal injury caused by its negligence, or for fraudulent misrepresentation or any other liability, to the extent that such liability cannot be excluded or limited under applicable law.



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### GENERAL

- These Terms and Conditions apply between the Promoter and the school making the entry. No other person shall have any rights to enforce any of its terms.
- The Promoter reserves the right to hold void, suspend, cancel or amend the competition where it becomes necessary to do so.
- 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. If any entrant wishes to take court proceedings, then they must do so within the English and Welsh courts.



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### PRIVACY NOTICE

- The **Benefact Group** is made up of different legal entities, details of which can be found at <https://benefactgroup.com/our-group/>. This Privacy Notice is issued on behalf of the Promoter, who is the controller in respect of the personal data which it collects and holds in connection with the competition.
- The Promoter collects personal data provided when an Entry Form is submitted, and may collect further personal data in connection with a Winning Entry. Such personal data may include basic personal details such as name, age, year group, email, address, occupation, the school to which the data subject is connected, and relationship to the relevant Winning Design.
- The Promoter may use personal information to process the Entry Form/s, administer the competition, inform of a Winning Design and any Donation, and generally to communicate in connection with the competition and its promotion and promotion of its charitable giving program. For these purposes, the Promoter will process personal data on the legal basis that the processing is necessary for the Promoter's legitimate business need to administer the competition and promote the Movement for Good Awards programme.