

# TERMS AND CONDITIONS FOR SCHOOLS CHALLENGE 2024 (the “Competition”)

REVISED 20<sup>th</sup> May 2024

These terms and conditions should be read together with and are in addition to the Promoter’s (as defined below) general competition terms and conditions available online at <https://www.bauerlegal.co.uk/competition-general-terms-and-conditions> (the “Rules”).

By entering the Competition, applicants agree to be bound by these Rules.

This Competition is promoted by Bauer Radio Limited (the “Promoter”) (on behalf of Cash for Kids) whose registered office is at Media House Peterborough Business Park, Lynch Wood, Peterborough, United Kingdom, PE2 6EA and registered under company number 01394141 and its affiliated charity, Bauer Radio’s Cash for Kids Charities (branch name Cash for Kids Northern Ireland) (the “Charity”) registered under charity number 1122062 and company number 06424810. The Rules are available on request from the Promoter and may be downloaded from its website at <http://www.coolfm.co.uk/schoolschallenge> (the “Website”).

The Competition is open to schools in Northern Ireland The Competition is not open to employees of the Promoter and its associated companies, their immediate families and anyone else professionally connected with the Competition. Previous fundraisers for the Charity are eligible to enter the Competition.

Entries which are not in accordance with the Rules will not be valid and the Promoter reserves the right in its sole discretion, to disqualify such entries at any time during the Competition. Applicants found to be breaking the Rules will be disqualified. By entering the Competition, applicants agree to be bound by these Rules and any other terms and conditions that are notified to the applicants subsequently.

## 1. THE CHALLENGE

1.1 The Charity is looking for schools (“School(s)”) to participate in the Competition, with the aim of generating funds to support disadvantaged children and young people within their school.

1.2 Schools will be shortlisted (according to the criteria in clause 2 and per clause 4) to become Finalists (the “Finalist(s)”) and given 26 days to fundraise for the Charity with a target of raising as much money as possible. There will be no limit on the number of schools that will be shortlisted by the Charity to become Finalists.

1.3 Each Finalist shall use their best endeavours to raise money for the Charity between 8:00am on Monday 30<sup>th</sup> September and 4:00pm on Friday 25<sup>th</sup> October(the “Fundraising Period”).

1.4 Subject to the completion of the form referenced in clause 2.5 the Charity will grant back to the Finalists all funds raised by each Finalist for the Charity (excluding gift aid) in the form of a grant together with any additional grants (as defined in clause 1.5 below) (the “Grant”). For clarity, funds raised by Finalist A will be granted back to Finalist A; funds raised by Finalist B will be granted back to Finalist B and so on. The Finalists will not receive back any funds raised by another Finalist.

1.5 Subject to the completion of the form referenced in clause 2.5 the top three highest fundraising Finalists will receive additional grants as stated below:

1.5.1 The Finalist that raises the most money during the Fundraising Period will receive a £5,000 additional grant in addition to the total raised by that Finalist. For example, if they raise

£6,000 and this is the highest amount raised by any Finalist, they will receive £6,000 as well as an additional £5,000 therefore the Grant will total £11,000.

1.5.2 The Finalist that raises the second highest amount during the fundraising period will receive a £3,000 additional grant, in addition to the total raised by that Finalist. For example, if they raise £3,000 and it is the second highest amount raised by any Finalist, they will receive £3,000 as well as an additional £3,000 therefore the Grant will total £6,000.

1.5.3 The Finalist that raises the third highest amount during the fundraising period will receive a £2,000 grant, in addition to the total raised by that Finalist. For example, if they raise £1,500 and it is the third highest amount raised by any Finalist, they will receive £1,500 as well as an additional £2,000 therefore the Grant will total £3,500.

1.5.4 Finalists that are not one of the three highest fundraisers will receive a Grant from the Charity for the total they've raised during the Fundraising Period.

1.5.5 All additional grants are subject to the Finalists having raised at least the equivalent amount to the additional grant (i.e. to be eligible to win the full £5,000 additional grant, the top fundraising Finalist must have raised at least £5,000; the second highest fundraising Finalist must have raised at least £3,000 and the third highest fundraising Finalist must have raised at least £2,000).

1.5.6 In the event that the first, second or third highest fundraising Finalist hasn't reached these levels they will receive an additional Grant equivalent to the amount they have raised.

## **2. ENTRY CRITERIA**

2.1 This Competition is only open to registered state schools.

2.2 Schools applying for the Competition must be within Northern Ireland encompassing the transmission area of Cool FM, Downtown and Downtown Country.

2.3 On applying, eligible schools will be asked to confirm the following and must be able to provide proof if requested that;

- They have appropriate financial procedures and practices including:
  - Appropriate financial planning (relative to the size and structure of the school);
  - Any financial decisions and processing (e.g. payments) are not managed by a sole person / two related persons or persons living at the same address; and
  - Financial records / accounts signed off by a person unrelated to the individuals above.
- They have a safeguarding policy reviewed within the 12 months before the start of the Fundraising Period.

2.4 Grants (including all money raised and any additional grants) MUST only be used to support children and young people, up to and including 18 years old, who are experiencing disadvantage. Finalists will provide the information of the disadvantage their students face via application questions and granting procedures and must upload receipts and invoices detailing their expenditure. Funds can only be spent on items that would be acceptable under the Cash for Kids General Granting Eligibility Criteria;

<https://assets.cashforkids.org.uk/grants/general/eligibility/northern-ireland.pdf>

2.5 Following the conclusion of the Competition, schools must complete a Cash for Kids Grant application form, via our online GivingisEasy™ platform. This MUST be received Friday 22<sup>nd</sup> November. This Grant application MUST fit with the Cash for Kids General Granting Eligibility Criteria (linked above) and will be reviewed and signed off by the Charity's Local Executive Board before funds are released.

2.6 It is a requirement that all receipts and invoices be uploaded to the GivingisEasy Grant application within 6 months of the Grant payment being made or Promoter will request funds are returned to the Charity to support other local disadvantaged children.

#### **Examples funded from previous Schools Challenges;**

- New uniform for children whose families do not have the financial means to purchase
- Sensory or specialist equipment for children with disabilities
- Temporary staffing costs for a summer / half-term holiday camp where children from disadvantaged backgrounds do not pay or are heavily subsidised by the school to attend
- Financial hardship support for children that would not be able to participate in a UK based school trip
- Food costs for a school holiday camp to ensure children attending from disadvantaged backgrounds have a lunch

#### **Examples of what we will not fund;**

- Overseas trips
- Costs associated with developing an individual child in a particular sport
- Funds to be passed on to other organisations
- To help with budget shortfalls or debt repayments
- Projects unable to start within 6 months of the date the grant is awarded.
- Unspecified expenditure
- A project which would, in the reasonable opinion of the charity's Trustees, harm the reputation of the charity
- Salaries or core costs (We can agree to facilitate a short-term project cost such as an invoice for coaching at a holiday camp for disadvantaged children)
- Furniture that will not be used specifically by children
- General operational costs
- Rent or rates for premises
- Building repairs / renovations (We can agree if it is a renovation for accessibility reasons).

This list is not exhaustive and is for general guidance. In exceptional circumstances we can take an out of policy application to the Cash for Kids Managing Director / Head of Granting for review.

### **3. HOW TO ENTER**

3.1 Applications open on 3<sup>rd</sup> June 2024 at 8:00am (the “**Start Date**”) and the closing date for receipt of entries is Friday 13<sup>th</sup> September at 4:00pm (the “**End Date**”). Entries received before the Start Date or after the End Date will be invalid.

3.2 Applicants must have been authorised by the Headteacher of the school to complete the application. Entries will only be accepted via the online form at <http://www.coolfm.co.uk/schoolschallenge> / <http://www.downtown.co.uk/schoolschallenge> / <http://www.downtowncountry.co.uk/schoolschallenge>

3.3 Only one entry will be accepted per School.

3.4 It is the responsibility of the School to ensure that the information entered is correct and accurate. Incomplete registrations will not be accepted, and the Promoter shall not be responsible for any information which has not been entered correctly.

#### **4. SELECTION**

4.1 All applications received in accordance with clause 2 and 3 (above) will be assessed by the Charity.

4.2 The Charity will choose the Groups to participate in the Schools Challenge (the “**Finalists**”) in accordance with clause 2 and 3 above. There is no restriction on the number of schools that can be chosen. The decision of the Charity will be final and no correspondence will be entered into.

4.3 Finalists must attend an online briefing on Tuesday 24<sup>th</sup> September the time of which will be confirmed to the Finalists when they are notified that their School has been selected. All Finalists must attend the same briefing at the date and time notified to them by the Charity. If there is a reason why a Finalist/s is/are unable to attend, the briefing presentation will be emailed to that Finalist/s at the end of the briefing session.

4.4 Finalists may be asked to take part in publicity for the Competition and warrant that whilst they are participating in any publicity they will not say anything or behave in any way which could be considered inappropriate or offensive, which might cause harm to the Promoter, the Charity or to the reputation of the Promoter’s group of companies, or which might otherwise bring the Promoter or the Promoter’s group of companies into disrepute. Should any Finalist breach this warranty then the Promoter reserves the right not to award the additional grants (as detailed in clause 1.5) and to suspend use of the fundraising page set up for the Finalist.

4.5 Finalists will be responsible for ensuring parental permission has been secured for any children taking part in publicity in relation to the Competition or any element of the fundraising.

4.6 The Charity reserves the right to postpone or cancel the Competition in the event that the minimum number of five Finalists required to run the Competition is not reached following the selection process.

4.7 The Finalists will be informed that they will receive the Grant, and any additional grants by Thursday 31<sup>st</sup> October, subject to the Charity’s discretion and whether all funds have been accounted for by this date.

#### **5. FUNDRAISING**

5.1 The Finalists will have the duration of the Fundraising Period to fundraise.

5.2 Finalists must engage in fundraising initiatives to raise as much money as they can for the Competition during the Fundraising Period. Finalists must not deposit funds raised from events or activities that occurred outside of the Fundraising Period.

5.3 An online fundraising page will be created by the Charity for each Finalist. Each Finalist must deposit all funds raised either onto their fundraising page or be deposited and cleared into the designated Cash for Kids bank account by 4:00pm on Friday 25<sup>th</sup> October. Any funds not deposited in this way will be invalid. A receipt/screenshot of funds deposited into the designated bank account must be sent to [ni@cashforkids.org.uk](mailto:ni@cashforkids.org.uk) each time a deposit is made to enable the Charity to accurately track these funds.

5.4 Funds raised via Facebook or Instagram's fundraising tools can take up to 90 days to be received by the Charity. Funds raised by Finalists using this method can be counted towards a Finalists fundraising provided the Finalist sends screenshots of donations to the Charity to [ni@cashforkids.org.uk](mailto:ni@cashforkids.org.uk) by 4:00pm on Friday 25<sup>th</sup> October.

5.5 Whilst donations to the fundraising page may be eligible for Gift Aid, this does not form part of the Competition fundraising. Gift Aid applications to HMRC will be completed by the Charity and any successful Gift Aid awarded will be retained by the Charity.

5.6 During the last 24 hours of the Competition, Finalists will be unable to see how much their fellow Finalists have raised. The final fundraising totals for each Finalist will only be revealed following the completion of the Competition and after all monies have been verified.

5.7 In all fundraising efforts, Finalists must agree to abide by the Charity's fundraising terms and conditions which also form part of these Rules (clause 8). Failure to abide by the Charity's fundraising terms and conditions may result in a Finalist being disqualified. All Finalists will receive a digital fundraising pack and further information on the Charity's fundraising guidelines.

5.8 All monies submitted and banked by Finalists are non-refundable.

## **6. ALLOCATION OF FUNDS**

6.1 Allocation of funds will be determined according to the total of each Finalist's fundraising page, along with funds paid into the designated Cash for Kids bank account in compliance with Clause 5.3 and evidence received in compliance with Clause 5.3 and 5.4. This allocation of funds will be determined as explained in clause 1.5 above.

6.2 In the event that two or more Finalists have the same highest fundraising total, the additional grants for the highest and second highest fundraisers will be combined and split equally between the highest fundraisers. In the event that two or more Finalists qualify for the final additional grant, the grant will be split equally between these Finalists.

6.3 Any Grant is subject to the Cash for Kids Board of Trustees approving the Grant application and the Board of Trustees reserves the right to deny the Grant.

## **7. OTHER CONDITIONS**

7.1 The Promoter is not responsible for any:

(a) Telephone, computer, hardware, software, programming or network malfunction or error which prevents applicants from submitting their entry properly;

(b) Communication disruption or other forces beyond the reasonable control of the Promoter, including disruption related to internet traffic, virus, bug, or non-authorized intervention; or

(c) Damage caused by a computer virus or otherwise arising in any computer as a result of an applicant's access to the Website.

(d) If such malfunction, error, disruption, or damage occurs, impairs the administration, security,

fairness, integrity, or proper participation in the Competition, the Promoter may, in its sole discretion, suspend or terminate the Competition by posting a notice on the Website without any liability to applicants. Entries made through any robotic, automatic, mechanical, programmed or similar entry duplication method are void. Entries will be deemed made by the authorised account holder of the e-mail address submitted at the time of entry. The authorised account holder is the natural person who is assigned to the e-mail address by an internet access provider, on-line service provider, or other organisation that is responsible for assigning e-mail addresses or the domain associated with the e-mail address.

7.2 The Promoter reserves the right to cancel, amend, terminate or temporarily suspend this Competition in the event of any unforeseen circumstances outside its reasonable control, with no liability to any applicants or third parties.

7.3 Only entries received in accordance with these Rules will be accepted.

7.4 The Promoter is not responsible for late delivery or unsatisfactory quality of the Grant or any prize and will not be liable if the Grant or any prize cannot be taken up by any of the Finalists.

7.5 The Promoter is not responsible for any costs associated with entering this Competition (or enjoyment of the Grant, any prize or any aspect of either) including but without limitation, travel costs or costs associated with accessing the internet.

7.6 Other than for death or personal injury resulting from its negligence and so far as permitted by law, the Promoter hereby excludes all liability for any loss, damage, cost and expense, whether direct or indirect, howsoever caused in connection with the Competition or any element of the Grant or any prize. Furthermore, the Promoter is not responsible for any act or omission for which an Applicant/Finalist is liable for in connection with the Competition or any element of it.

7.7 This Competition and the Rules are governed by English Law and the courts of England shall have exclusive jurisdiction over any dispute arising out of or in connection with this Competition or the Rules.

7.8 Complaints about this Competition may be made in writing (including via email) to [complaints@cashforkids.org.uk](mailto:complaints@cashforkids.org.uk) or in writing to Cash for Kids, Ground Floor, West Wing, Hampdon House, Falcon Court, Preston Farm Industrial Estate, Stockton on Tees, TS18 3TS. A complaint will not be considered if it is made more than 14 days after the date the Winner is announced.

7.9 Data Protection.

Applicant's names, email addresses, addresses and telephone numbers will be collected and used for the purposes of the Competition. Your details may remain stored after the End Date but will not be used for marketing unless you have ticked an opt-in box on entry. If you have, your details will be used in accordance with the information given when you ticked the opt-in box and gave your consent. For more details, see: <http://www.bauerdatapromise.co.uk/>.

7.10 Intellectual Property.

By entering this Competition, you are consenting to the Charity use of any materials produced by you in relation to the Competition (and have obtained all necessary third party consent from anyone appearing in, or involved in, producing such materials) to publicise this Competition. This means that we may use all names, images, descriptions, photographs, video footage, and other information, which you've submitted in any media in relation to the Competition, without paying you and without any time restriction. You also agree that we may film, record or photograph you in connection with the Competition. We will own these films, recordings or photographs and we may

use them publicly, including on the internet, for our radio broadcasts and/or for any promotional purposes. You will also (and will have obtained consent from anyone appearing in, or who has been involved in producing materials related to the Competition) have waived any moral rights or right to payment that you may have had.

## **8. FUNDRAISING TERMS AND CONDITIONS**

8.1 These Fundraising Terms and Conditions are only applicable to the Finalists. By taking part in the Fundraising Period, Finalists agree to be bound by these terms and conditions and the Cash for Kids General Fundraising Terms and Conditions at <https://cfk.bauermedia.co.uk/general-fundraising-terms.pdf>. Failure to abide by these terms and conditions may result in a Finalist being disqualified.

8.2 Any money raised is the responsibility of the Finalist until it is received by the Charity via the bank or online via the fundraising page. The Charity recommend that monies raised are kept in a secure place until they are paid into the Charity account or onto their own fundraising page.

8.3 Fundraising must be in accordance with the Charity's fundraising guidelines:

- i. All fundraising activities undertaken as part of the Competition must be legal and each Finalist shall be responsible for obtaining any licences, insurance or consents required to carry out such activities, such as licences from local authorities in respect of street collections and the permission of the owner of any private property on which fundraising is conducted;
- ii. Finalists are not permitted to do anything which puts either themselves or anyone else in danger, or does or may damage the reputation of the Charity or the Promoter. This is a Competition but at no point can the reputation of either the Promoter or the Charity be tarnished with aggressive, manipulative, or emotionally blackmailing behaviour, any Finalists reported as behaving in this manner will automatically be disqualified;
- iii. Finalists should not leave any money unattended and are responsible for all cash / pledges until it is passed to the Charity;
- iv. During the Fundraising Period, Finalists should attempt to raise awareness for the Charity and Competition through as much publicity as possible including press and television coverage;
- v. Finalists must not place any promotional literature on vehicle windscreens;
- vi. The Charity strongly recommends that you do not donate your personal savings in a bid to win the Competition;
- vii. The Charity strongly recommends that family and close friends do not donate large sums of money to help you win the Competition;
- viii. During the final 24 hours of the Fundraising Period, Finalists will not be permitted to see i) their own fundraising running totals or ii) other Finalists' totals. They will be told their fundraising totals verbally upon request and in telephone calls or emails with the Charity, however these figures must not be disclosed to anyone else nor are they allowed to be published on any form of social media or website. Final totals may only be published once verified by the Charity's team.

ix. Anyone found to have added content deemed inappropriate to a Charity fundraising page will have their account suspended immediately. Accounts may be reinstated at the discretion of the Charity.

x. There are specific rules and restrictions to consider around the operation of lotteries, raffles and tombolas;

i. All tickets must be sold during one event, or to people at one place of work (multiple buildings at one site are permissible but multiple sites are not).

ii. No more than £500 of the proceeds can be used to purchase prizes.

iii. No more than £100 of the proceeds can be used to cover operational costs (e.g. printing tickets).

iv. Tickets must be sold at the event/on the premises and the result must be declared at the event/on the premises.

v. There are no rollovers.

vi. Detailed guidelines can be viewed at

<https://www.gamblingcommission.gov.uk/public-and-players/guide/page/how-to-run-a-fundraiser-with-lotteries-or-raffles-at-events>, or contact the Charity for further advice.

xi. Finalists should read and take notice of guidance given for safe fundraising here; <https://cashforkids.org.uk/safe-fundraising>

8.4 All monies raised by the Finalists as part of the Competition must be given to the Charity in accordance with these terms and conditions and any failure to do so will mean immediate disqualification from the Competition.

8.5 A third party which undertakes to carry out fundraising on behalf of a Finalist must also adhere to these terms and conditions.