

# TERMS AND CONDITIONS FOR SPORTS CHALLENGE 2023 (the “Competition”)

REVISED 2<sup>nd</sup> JUNE 2023

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 Northern Ireland) (the “**Charity**”) registered under charity numbers 1122062, SC041421, SC003334 and company number 06424810. The Rules are available on request from the Promoter and may be downloaded from its website at [coolfm.co.uk/sports](http://coolfm.co.uk/sports); [downtown.co.uk/sports](http://downtown.co.uk/sports) or [downtowncountry.co.uk/sports](http://downtowncountry.co.uk/sports) (the “**Website**”).

The Competition is open to sports teams, groups & clubs 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 sports teams, groups & clubs (“**Group(s)**”) to participate in the Competition, with the aim of generating funds to enable them to further participation from disadvantaged children & young people in their sport and also to aid them to be self-sustainable in the future.

1.2 Groups will be shortlisted (according to the criteria in clause 2 and per clause 4) to become Finalists (the “**Finalist(s)**”) and given a set period of time to fundraise with a target of raising as much money as possible. There will be no limit on the number of Groups 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 00:01 on Saturday 16<sup>th</sup> September 2023 & 12:00 on Monday 16<sup>th</sup> October 2023 (the “**Fundraising Period**”).

1.4 The Charity will grant back all funds raised by the Finalists together with any additional grants or prizes (as defined in clauses 1.5 and 1.6 below) (the “**Grant**”). For clarity, funds raised by Finalist A will be granted back to Finalist A; funds raised by Finalist Group B will be granted back to Finalist Group B and so on.

1.5 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 £2,500 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 £2,500 therefore the Grant will total £5,500.

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

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 (for example if the highest fundraising Finalist has raised £2,500, their additional Grant will be £2,500).

1.6 In addition to the above there will be two further prizes of £500 each;

1.6.1 The Social Media Award

1.6.2 The Fundraising Creativity Award

1.6.3 Finalists are responsible for providing submissions to be considered for each of the above two award categories by the end of the Fundraising Period. These submissions must be sent to the Charity by email to [ni@cashforkids.org.uk](mailto:ni@cashforkids.org.uk) and received by the end of the Fundraising Period.

1.6.4 Both awards will be judged by an independent judging panel consisting of a minimum of four members. The members of the panel will be sent all submissions and asked to score each submission out of 10. The submission receiving the highest total score in each award category will win the £500 prize. In the event of a tie a random draw will choose one of the judges to have the casting vote to decide the winner.

1.6.5 The judging panel will be asked to assess submissions based on the following criteria;

i. The Social Media Award – to be scored based on how the Finalist has demonstrated the use of multiple channels, created stand out creative content and the levels of interaction & engagement this has achieved.

ii. The Fundraising Creativity Award – to be scored on how the Finalist has demonstrated their creativity to deliver a standout idea or number of ideas. The level of income generated by the idea/s will be considered, but this award is to primarily reward creativity.

## 2. CRITERIA

2.1 The Charity exists to help disadvantaged children and young people up to and including the age of 18. In response to the number of applications received from local sports groups, the Competition was designed to support grassroots sport and physical activity providers. The Competition encourages these groups to learn the basics of fundraising and encourages independence and future viability of their organisations.

2.2 Groups applying for the Competition must be within Northern Ireland (within the transmission area of Cool FM, Downtown Radio and Downtown Country).

2.3 The following organisations will be eligible to apply:

- Local sports groups with a formal governance document (such as a constitution, articles of association, club rules and regulations)
- Charities, community, and voluntary groups that deliver sport or physical activity in their community with a formal governance document (such as a constitution, articles of association, club rules and regulations)
- Community Amateur Sports Clubs (CASC)
- Be for the benefit of disadvantaged young people up to and including the age of 18 residing in the UK.
- After-school sports clubs (but only to use the funding to support disadvantaged children.)

2.4 The following are not eligible to apply:

- Individuals
- For profit organisations
- Commercial sport and physical activity providers, e.g. private gyms, academies
- Leisure operators such as leisure centres, mini golf, theme parks etc
- Community Interest Companies (CICs)

2.5 Eligible Groups must be able to confirm & provide proof if requested that they have appropriate financial procedures and practices including:

- Appropriate financial planning (relative to the size and structure of the Group).
- 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
- Financial records / accounts signed off by a person unrelated to the individuals above.
- They have a safeguarding policy reviewed within the last 12 months
- They have a bank account in the name of the Group

2.6 Grants MUST only be used to support children and young people, up to and including 18 years old, who are experiencing disadvantage. 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>

2.7 Following the conclusion of the Competition, Groups must complete a Cash for Kids Grant Application form, via our online GivingisEasy™ platform. This must be received within four weeks of the end of the Fundraising Period. This Grant Application must fit with the Cash for Kids General Granting Eligibility Criteria and will be reviewed and signed off by the Local Executive Board before funds are released. If a Grant Application Form is not completed within the four-week period following the end of the Fundraising Period (unless an extension is requested and granted) Cash for Kids reserve the right to redistribute funds raised to other local disadvantaged children.

2.8 It is a requirement that all receipts and invoices be uploaded within 6 months of the Grant payment being made or we will request funds are returned to the Charity to support other local disadvantaged children. If a project being funded extends beyond 6 months this must be approved by the Charity.

Examples of previous successful Sports Challenge Grants;

- First aid, safeguarding and coaching qualifications / training for volunteers
- New kit for children whose families do not have the financial means to purchase
- Sensory or specialist training equipment for children with disabilities
- Coaching costs for a summer / half-term holiday camp where children from disadvantaged backgrounds do not pay or are heavily subsidised by the Group to attend
- Financial hardship support for children that would not be able to participate in a sport
- Support with travel costs to UK based competitions/events for children who would not normally be able to attend due to cost
- Transportation for children to & from competitions
- Subsidised subscriptions to allow disadvantaged children to attend
- Food costs for holiday camps to ensure children attending from disadvantaged backgrounds have a lunch
- Team start-up funding for under-represented groups
- Rent or rates for premises - We can agree up to 12 months pitch / hall rental (invoices must be received and paid within the 6 months period following receipt of grant funds.)

Examples of what we will not fund;

- Trips to take part in a competition or training abroad
- The Grant cannot be used solely for the development of an individual child in a particular sport
- Grant making charities
- To help with budget shortfalls or debt repayments
- Projects unable to start within 6 months of the date the Grant is awarded (unless approved by Cash for Kids)
- 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
- Extensive capital building repairs / renovations will not be funded (we can agree if it is a renovation for accessibility reasons or general wear & tear).
- We do not grant to Community Interest Companies (CICs). This is due to a lack of regulation by the Charity Commission, Fundraising Regulator or OSCR.

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 for review.

### 3. HOW TO ENTER

3.1 Applications open on Monday 24<sup>th</sup> July 2023 at 0001 (the "**Start Date**") and the closing date for receipt of entries is Monday 11<sup>th</sup> September 2023 at 2359 (the "**End Date**"). Entries received before the Start Date or after the End Date will be invalid.

3.2 Applicants must be an authorised representative of the Group. Entries will only be accepted via the online form at [coolfm.co.uk/sports](http://coolfm.co.uk/sports); [downtown.co.uk/sports](http://downtown.co.uk/sports) or [downtowncountry.co.uk/sports](http://downtowncountry.co.uk/sports)

3.3 Only one entry will be accepted per Group. For clarity, different teams that fall under one Group will only be permitted to submit one application. For example, 'Cash for Kids Under 8s' and 'Cash for Kids Under 12s' would have to complete one form for the 'Cash for Kids' Group. This also includes girls and boys teams from the same Group.

3.4 It is the responsibility of the Group 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 Sports Challenge (the "**Finalists**") in accordance with clause 2 and 3 above. There is no restriction on the number of Groups 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, the date & time of which will be confirmed to the Finalists when they are notified that their Group has been selected. The briefing will take place between Tuesday 12<sup>th</sup> September 2023 and Friday 15<sup>th</sup> September 2023. All Finalists must attend the same briefing at the date & 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. 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.

4.5 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.

## **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 & cleared into the designated Cash for Kids bank account by 12:00 on Monday 16<sup>th</sup> October 2023. Any funds received after the end of the Fundraising Period will not count towards the Competition total. 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. Finalists can decide whether or not to "show" transfers into the designated bank account on their fundraising page.

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 12:00 on Monday 16<sup>th</sup> October 2023.

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 Throughout the Fundraising Period Finalists will be able to see their fundraising total on their fundraising page. However 24 hours before the end of the Fundraising Period this total will be hidden. The reveal of the final fundraising totals will take place at date & time to be confirmed by the Charity following the completion of the Competition.

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 donations made towards a Finalists fundraising are non-refundable. For clarity 100% of funds raised are granted back to the Finalists at the end of the Challenge.

## **6. THE WINNERS**

6.1 Winners of the Competition 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 5.4.

6.2 The winner of the additional grants will be determined as explained in clause 1.5.

6.3 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.

6.4 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 authorized account holder of the e-mail address submitted at the time of entry. The authorized 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 & 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 & Conditions at <http://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 monies raised and collected should be banked & cleared by no later than 12:00 on Monday 16<sup>th</sup> October 2023 or online via the fundraising page created for the Finalists by the Charity.

8.3 Finalists will be given the necessary bank details to be able to deposit cash, cheques or to make BACS transfers. Deposits must be cleared by 12:00 on Monday 16<sup>th</sup> October 2023 and Cash for Kids accepts no responsibility for any delays which may occur to funds being cleared.

8.4 Any money raised is the responsibility of the Finalist until it is delivered to 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 banked into the Charity account or onto their own fundraising page.

8.5 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 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. Finalists will be able to see their own and other finalists fundraising totals on the Giving is Easy fundraising pages up until 24 hours before the end of the Fundraising Period. At this point all fundraising totals will be hidden until they are revealed after the Challenge has been completed.
- 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 & 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 ok 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 is 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 & take notice of guidance given for safe fundraising here;  
<https://cashforkids.org.uk/safe-fundraising>

8.6 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.

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