

# Aviva Community Fund - Terms and Conditions

## 1. General

- 1.1. These terms and conditions apply to the Aviva Community Fund (the “Fund”) in the United Kingdom (which, for the purposes of the Fund is considered to be England, Wales, Scotland, Northern Ireland, Channel Islands, Isle of Man and Northern Isles) and will govern your participation in the Fund.
- 1.2. The promotor of the Fund is Aviva. Aviva has engaged Crowdfunder to provide services in relation to the Fund, including powering the Fund Webpage. By participating in the Fund, whether as a Project Owner, Backer or User, you confirm that you accept:
  - a) these Aviva Community Fund terms and conditions; and
  - b) Crowdfunder’s terms and conditions (see <https://www.crowdfunder.co.uk/terms-conditions>), and that you agree to comply with them. If you are a Project Owner participating in the Fund on behalf of an Organisation, you agree that your Organisation will also be bound by these Fund terms and conditions and Crowdfunder’s terms and conditions. If you do not want to be bound (or your Organisation does not want to be bound, if applicable) by the terms and conditions, please do not participate in the Fund.
- 1.3. If there is any reason to believe that there has been a breach of these Fund terms and conditions and Crowdfunder’s terms and conditions, Aviva may, at its sole discretion, exclude any Project Owner, Backer or User from participating in the Fund.
- 1.4. Aviva reserves the right to hold void, suspend, cancel or amend the Fund in its sole discretion.
- 1.5. Aviva and Crowdfunder and their agents and employees do not accept any responsibility:
  - a) for verifying the identity of any Project Owner, Backer or User;
  - b) for the content of a Submission or a message to a Project;
  - c) for the Rewards, including the offering or fulfilment of any Rewards;
  - d) for the success of a Project in the Fund, including whether a Project receives funding as a result of participating in the Fund and the value of such funding;
  - e) in relation to Pledges by Backers, save that Aviva will be responsible for funding the Employee Wallets and distributing unallocated funds in Employee Wallets; or
  - f) for the management or use of Pledges raised in connection with the Fund by Project Owners or Organisations.
- 1.6. Insofar as is permitted by law, Aviva and Crowdfunder and their agents and employees will not in any circumstances be responsible or liable to compensate any Project Owner, Organisation, Backer or User, or accept any liability for any loss, damage, personal injury or death occurring as a result of participating in the Fund, except where it is caused by the negligence of Aviva or Crowdfunder or their agents or employees. Your statutory rights are not affected.
- 1.7. In the event of inconsistency between these Fund terms and conditions and Crowdfunder’s terms and conditions, these Fund terms and conditions shall prevail.
- 1.8. Aviva may amend these Fund terms and conditions from time to time. Subject to any legal requirements to provide additional notice, changes to these Fund terms and conditions will be communicated through the Fund Webpage.
- 1.9. These Fund terms and conditions are subject to the laws of England and Wales and Project Owners, Organisations, Backers and Users submit to the jurisdiction of the courts of England and Wales.
- 1.10. These Fund terms and conditions were last updated on 11 October 2019. If you have any questions about these terms and conditions, please contact [communityfund@aviva.com](mailto:communityfund@aviva.com).

## 2. Definitions

**“Aviva”** means Aviva UK Digital Limited, registered in England and Wales under company number 09766150, registered office: St Helen’s, 1 Undershaft, London, EC3P 3DQ.

**“Backer”** means an individual who pledges funds to a Project, including Aviva employees using Employee Wallets.

**“Cohort”** means the Project Owners who apply to the Fund before the next occurring Entry Date and are successfully moderated. Cohorts will progress through the Incubation and Fundraising Periods together.

**“Cohort End Date”** means the final date of the then current Cohort.

**“Crowdfunder”** means Crowdfunder Ltd, registered in England and Wales under company number 07831511, registered office: 5-7 The Crescent, Newquay, TR7 1DT.

**“Eligibility Criteria”** means the criteria set out in section 4.

**“Employee Wallets”** means funds provided by Aviva to Aviva employees specifically for the purpose of pledging to Projects during the Fundraising Period.

**“Entry Date”** means the final date for Project Owners to apply to the Fund.

**“Fund”** means the Aviva Community Fund.

**“Fund Webpage”** means <https://www.acf.crowdfunder.co.uk>.

**“Initial Funding Target”** means the initial target value of Pledges sought by a Project Owner for a Project.

**“Live Date”** means the date from which Projects are available for sponsoring on the Fund Webpage.

**“Moderation Period”, “Incubation Period” and “Fundraising Period”** means the stages explained at section 7.

**“Organisation”** means a UK registered charity or community interest company on whose behalf Projects are submitted to the Fund.

**“Pledge”** means a donation by a Backer.

**“Project”** means a fundraising project submitted to the Fund by a Project Owner.

**“Rewards”** means unique items, services or experiences offered to Backers (not including Aviva employees who pledge funds in Employee Wallets).

**“Stretch Funding Target”** means a subsequent target value of Pledges sought by a Project Owner for a Project if the Initial Funding Target is met.

**“Submission”** means the description of a Project, its fundraising goals and any other information or material provided to Aviva or Crowdfunder in relation to a Project.

**“Project Owner”** means an individual who submits a Project to the Fund on behalf of an Organisation.

**“Users”** means visitors to the Fund Webpage that are not Project Owners or Backers.

**“You”, “your”** means Project Owners, Backers and Users, as appropriate.

**“We”, “our”, “us”** means Aviva.

## 3. Data protection

3.1. Participation in the Fund, whether as a Project Owner, Backer or User, may involve the processing of your personal data and may involve the processing of personal data of any person referred to in your Submission. It is recommended that you do not include any personal data of any individuals in your Submission without their express consent.

3.2. Aviva has engaged Crowdfunder to assist with running and administering the Fund, including powering the Aviva Webpage. Aviva and Crowdfunder are each data controllers. For more information about how Aviva and Crowdfunder process your personal data and your individual rights, please see:

Aviva Community Programme Privacy Notice: [insert link]

Crowdfunder Privacy Policy: <https://www.crowdfunder.co.uk/privacy-policy>

## 4. Eligibility Criteria

4.1. Anyone may view Projects on the Fund Webpage and Pledge funds. To submit a Project to the Fund, Project Owners must be:

- a) 18 years of age or older; and
- b) resident in the UK, using a UK IP address and not using a disposable email address (as determined by Aviva in its sole discretion).

- 4.2. To be eligible for funding through the Fund, Projects must:
- a) relate to one of our key funding areas, either:
    - i. community resilience: to strengthen communities, improve environments and enable people to live well for longer; or
    - ii. financial capability and inclusion: to promote financially inclusive communities, where people can better manage their finances and avoid problem debt;
  - b) be raising funds to develop or pilot a new project, product, technology, initiative or approach to supporting the organisation's beneficiaries and/or expand existing services to a new area or beneficiary group. All beneficiaries must be in the UK; and
  - c) if submitted on behalf of, or in connection with, a religious organisation, have an outcome that is accessible to any person of any religious beliefs
- 4.3. Organisations seeking funding through the Fund must:
- a) be a UK registered charity or community interest company;
  - b) be based in the UK;
  - c) have been operating for at least 12 months at the time of Submission;
  - d) have an annual income between £10,000 and £1,000,000 (averaged over last three years);
  - e) have a bank account in that Organisation's name;
  - f) to the extent the Organisation employs people, be a living wage employer; and
  - g) have an active board of trustees or directors.
- 4.4. Submissions and Projects must be for the benefit of UK communities and must not:
- a) include any mention of specific individuals, companies, brands or products for promotion purposes;
  - b) contain any material owned by a third party, including trademarks, or contain any images or videos that identify individuals unless, in each case, you have the third party's and each individual's express permission to do so and to permit use of such content by Aviva or Crowdfunder;
  - c) violate any applicable law or regulation or promote or encourage the violation of any law or regulation;
  - d) contain offensive, obscene or sexually suggestive material, propaganda, potentially misleading information, or defamatory or disparaging material about other people or companies, or endorse any form of hate, hate group or terrorist activity;
  - e) discriminate unlawfully on the basis of gender, race, religion, creed, national origin, disability, age, sexual orientation, or any other basis prohibited by law;
  - f) promote or speak negatively about any particular faith, political party or any affiliated group, promote or speak negatively about any legislation or government policy, or promote or encourage the violation of any law;
  - g) promote any activities that may be considered gaming, betting or gambling or relate to raffles, prize draws, games of chance, lotteries or similar activities;
  - h) promote any activities that may appear unsafe or dangerous;
  - i) relate to controversial subject matter or any subject that is contrary to the interests of the Aviva group of companies (including, but not limited to, Submissions and/or Projects that present an unacceptable regulatory, reputational or other risk to the Aviva group of companies);
  - j) be used for commercial use or promotion; or
  - k) contain any viruses or other malicious elements that are intended to damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data or personal information.
- 4.5. Aviva and Crowdfunder reserve the right, in their sole discretion, to reject Submissions and Projects that do not meet the Eligibility Criteria or are incomplete, incomprehensible, false or fraudulent, or remove them from the Fund at any point.

## 5. Your responsibilities

Project Owners and Organisations are responsible for:

- a) applying the funds received through the Fund solely and directly for the purposes of their Project and for no other purposes;
- b) meeting all commitments made in connection with their Project, including, but not limited to, delivering Rewards offered to Backers;
- c) promptly and accurately responding in full and to Aviva's, Crowdfunder's or Backers' satisfaction to all queries, clarifications or requests for information;

- d) complying with all applicable laws and regulations in relation to the Project, the use of Pledges and the fulfilment of Rewards, including data protection and privacy laws;
- e) promptly contacting and working with Backers to reach a mutually satisfactory resolution, which may include refunding Pledges if Organisations are unable to fulfil any of their commitments (including providing any Rewards);
- f) paying all fees and collecting and remitting all applicable taxes (including income tax and VAT or similar taxes) connected with participating in the Fund, receiving Pledges and offering Rewards;
- g) not taking any action or making any business or other decision in reliance on having their Project made live on the Fund Webpage or on having any funds from Pledges until cleared funds are received into the Organisation's bank account.

## 6. Fees

- 6.1. There is no charge for submitting a Project to the Fund nor is there any charge if Projects are withdrawn from the Fund without meeting their Initial Funding Target.
- 6.2. If a Project meets its Initial Funding Target and Pledges are withdrawn, Crowdfunder will deduct fees from the total Pledges received for a Project before they are transferred to an Organisation as set out in Crowdfunder's terms and conditions (see paragraph 2.3 at <https://www.crowdfunder.co.uk/terms-conditions>) except that Transaction Fees (as defined in Crowdfunder's terms and conditions) will not apply to Pledges made from Employee Wallets.

## 7. How to fundraise for your Project

- 7.1. The maximum Initial Funding Target for any Project is £50,000. Project Owners may set a Stretch Funding Target if the Initial Funding Target is met.
- 7.2. The exact dates of the next Entry Date, Live Date and Cohort End Date will be confirmed on the Fund Webpage.
- 7.3. Project Owners may make more than one Submission for the benefit of the same Organisation, provided the Projects the subject of the Submissions are separate and distinct.

### Moderation Period

- 7.4. To apply to the Fund, a Project Owner must go to the Fund Webpage, register and complete an eligibility self-assessment before the Entry Date.
- 7.5. Each self-assessment will be moderated by Crowdfunder to determine if the responses are consistent with the Eligibility Criteria. Project Owners will be notified by Crowdfunder by email if their Project has been accepted to participate in the Fund. Moderation may take up to 2 working days but could take longer depending on the volume of applications to the Fund and/or if Crowdfunder needs to conduct additional moderation (including corresponding with Project Owners directly). Successful moderation does not mean that a Project will ultimately progress to the Fundraising Period.
- 7.6. Project Owners will be notified by Crowdfunder by email if their Project does not pass moderation. Such Projects may not continue in the Fund but Project Owners will receive access to Aviva's educational materials and may continue to separately fundraise on Crowdfunder's main platform.
- 7.7. Project Owners will be grouped into Cohorts. All Project Owners who apply to the Fund before the next occurring Entry Date with Projects that are successfully moderated may participate in the next occurring Cohort.

### Incubation Period

- 7.8. Following the Entry Date, Project Owners may participate in the Incubation Period during which time they will develop their Submission. Project Owners will have access to Aviva's educational materials and will have the opportunity to work with a Crowdfunder coach to help develop their Submission.
- 7.9. Crowdfunder will conduct due diligence on the Submission and Project during the Incubation Period to determine whether the Eligibility Criteria are met. Crowdfunder may request additional information and evidence from Project Owners for this purpose. Crowdfunder will notify Project Owners by email if Submissions and Projects do not meet the Eligibility Criteria. Submissions and Projects that do not meet the Eligibility Criteria may not progress to the Fundraising Period but Project Owners will receive access to Aviva's educational materials and may continue to separately fundraise on Crowdfunder's main platform.

### Fundraising Period

- 7.10. Crowdfunder will notify Project Owners by email if their Submission and Project will be made live on the Fund Webpage on the Live Date.

- 7.11. Backers and Users can find and view Projects by searching on the Fund Webpage or the Crowdfunder webpage (<https://www.crowdfunder.co.uk/search/projects>).
- 7.12. Project Owners, and the Organisations they act on behalf of, may offer Rewards in connection with their Project. The offering of Rewards must be in accordance with Crowdfunder's terms and conditions. Aviva employees who pledge funds in Employee Wallets are not entitled to receive Rewards.
- 7.13. Aviva's sponsorship of Projects will be via Employee Wallets. In the Fundraising Period of each Cohort, Aviva will fund Employee Wallets and employees of Aviva may allocate the funds in Employee Wallets to Projects as they see fit. Aviva employees may only pledge funds in Employee Wallets to Projects that have not yet met their Initial Funding Target. Other Backers, however, may pledge funds to Projects even after the Initial Funding Target has been met. If any funds in Employee Wallets remain unallocated at the Cohort End Date, Aviva will distribute remaining funds at its sole discretion. Aviva is not obliged to make Pledges to any Projects outside of the funds in Employee Wallets.
- 7.14. Project Owners may withdraw their Submission and Project from the Fund at any time as long as there are no outstanding commitments to provide Rewards. If the Project has met its Initial Funding Target, whether or not it has met its Stretch Funding Target, Pledges may be transferred to the Organisation's bank account. If the Project has not met its Initial Funding Target, Pledges will be returned to the Backers and Aviva.
- 7.15. Projects will remain live on the Fund Webpage after the Cohort End Date and Project Owners may continue to fundraise on the Fund Webpage until the date that is 6 months after the Live Date.

## **8. How to sponsor a Project or send a message to a Project**

- 8.1. To sponsor a Project, Backers must go to the Fund Webpage and register.
- 8.2. Backers can browse Projects on the Fund Webpage or find specific Projects by searching on the Fund Webpage or the Crowdfunder webpage (<https://www.crowdfunder.co.uk/search/projects>). Backers can pledge any amount they choose and may elect to receive a Reward (if available). Crowdfunder will need to process a Backer's payment information for this purpose.
- 8.3. Backers and Users may send messages to Projects. Users of the Fund Webpage must first register before they can send messages to Projects.
- 8.4. Aviva and Crowdfunder reserve the right, in their sole discretion, to remove messages to Projects from the Fund Webpage for any reason.

## **9. Intellectual property rights**

- 9.1. In making a Submission to the Fund or sending a message to a Project, you agree to grant to Aviva a non exclusive, worldwide, irrevocable licence to the intellectual property rights in your Submission, message and any other material you provide to us to use in any way we see fit. You also agree to waive any moral rights which you may have in your Submission, message and any other material you provide to us.
- 9.2. You warrant that your Submission, message and any other material you provide to us:
  - a) is owned and controlled by you and that you have the right, power and authority to grant us a licence to the intellectual property rights;
  - b) is not subject to any conflicting agreements which might restrict how we use your Submissions, messages or any other material you provide to us;
  - c) will not infringe the intellectual property rights of any third party;
  - d) in respect of images or videos that identify individuals, that you have the consent to use such material and that the individual (or each individual, as applicable) has waived their rights in relation to such material. If an image or video is of a person under 18 years of age, parental or guardian consent must be obtained to use that material. You must produce evidence of the required consents at Aviva's or Crowdfunder's request or your Submission and Project may be removed from the Fund.