

# Charity of The Year – Terms & Conditions

## 1. How to enter

1.1. To enter the Award entrants will need to complete the entry form on [www.eyes-down.net](http://www.eyes-down.net) and submit before 5pm on 13 December 2019.

## 2. When to enter and who can enter

2.1. The application process opens on 1 October 2019 and closes 13 December 2019.

2.2. Entrants can enter at any point between those dates.

2.3. Entrants can only enter once. Multiple entries will not be counted.

2.4. The Award is only open to registered charities within the UK.

2.5 Automated or bulk entries from third parties will be disqualified.

## 3. The Award

3.1. The Award will be as stated on the Charity of The Year page on the website.

3.2. The Award must be delivered within 2020 and cannot be exchanged for any other service from Eyes Down.

3.3. The 20% discount will not apply on any work over and above £20,000 in value (effectively capping the benefit at £4000).

3.4. The Award is as stated and cannot be sold or exchanged for other services.

## 4. Data Protection and Publicity

4.1. You consent to your company name, logo, website imagery and basic information about your charity being disclosed on Eyes Down's digital channels for the use of promotional material.

4.2. Any personal data relating to participants will be used solely in accordance with current UK data protection legislation. By entering the Award, you agree that Eyes Down may contact you in relation to the award.

4.3. The Award winner will be contacted by Eyes Down. You must provide accurate contact details on notification.

4.4. Eyes Down reserve the right to use the charity name, logo and website imagery for publicity and in advertising, marketing or promotional material without additional compensation or prior notice to the winners. In entering the award, all participants consent to such use of their charity name, logo and website imagery.

## 5. Award Rules

5.1. The application process will be run and the Award will be awarded at Eyes Down's sole discretion. The winner will be selected based on the impact Eyes Down feel they can make to the charity over a 12-month period.

5.2. We reserve the right to suspend or terminate your access to Eyes Down website and services, and to refuse entry into the Award.

5.4. We reserve the right to change the Award rules and these Terms and Conditions from time to time. If we do so, we will always have the most up to date terms and conditions on our website.

## 6. Liability and Indemnities

6.1. Except in the case of death or personal injury arising from its negligence, or in respect of fraud, and so far as is permitted by law, Eyes Down and its associated companies and agents and distributors exclude responsibility and all liabilities, whether direct or indirect, arising from:

6.1.1. any postponement or cancellation of the Award;

6.1.2. any changes to, supply of or use of the Award; and

6.1.3. any act or default of any supplier, which are beyond Eyes Down's reasonable control.

6.2. Eyes Down shall not be liable, whether in tort, contract, misrepresentation or otherwise for loss of profits, loss of anticipated savings, loss of goods, loss of use, loss or corruption of data or information, or any special, indirect, consequential or pure economic loss, costs, damages, charges or expenses.

6.3. By entering this Award, you agree to a complete release of Facebook and Twitter from all liability in connection with this Award.

6.4. You agree to indemnify Eyes Down against all liabilities, claims and expenses that may arise from any breach of your agreement with Eyes Down.

## 7. Jurisdiction

7.1. The Award and these Terms and Conditions are governed by English Law. England & Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with these Terms and Conditions.