

## Terms and Conditions – Trustee of the Year Competition

### Entering the Competition

1. The Trustee of the Year competition (the “Competition”) is open to Nominees (see below) who are UK residents aged 18 and over, and are trustees for a charity. Those who submit a nomination for the Competition (“Nominators”) must be UK residents aged 18 and over.
2. The Competition is not open to employees or agencies of Guardian News & Media Limited (“GNM” or the “Promoter”), their group companies or family members, freelance contributors to GNM, or anyone else connected to the Competition.
3. Entrants into the Competition shall be deemed to have accepted these Terms and Conditions.
4. To submit a nomination for the Competition, Nominators must fill in the nomination form at <http://www.theguardian.com/voluntary-sector-network>, providing the required contact details and explaining, in no more than 150 words, why their named nominee (the “Nominee”) deserves to be shortlisted (see paragraph 13 below for more details). The content of all nominations must be truthful and factually accurate. No purchase is necessary. If you have any questions about how to submit a nomination or otherwise in connection with the Competition, please email us at [aimee.meade@theguardian.com](mailto:aimee.meade@theguardian.com) with “Trustee of the Year” in the subject line.
5. Only one nomination is permitted per Nominator. Nominators are responsible for the cost (if any) of sending their nomination to us.
6. GNM accepts no responsibility for nominations that are lost, delayed, misdirected or incomplete or cannot be delivered or entered for any technical or other reason. Proof of delivery of a nomination is not proof of receipt by GNM.
7. The Competition opens for nominations at 8:00am on Monday 12 October 2015 and closes at 23:59 on Sunday 25 October 2015. Nominations received outside this time period will not be considered. GNM reserves the right in its absolute discretion to extend the closing date where the nominations received are of insufficient quality.
8. The Nominator owns the copyright in his/her nomination as its author.
9. By submitting a nomination to the Competition, the Nominator gives (following GNM’s acquisition of the consent of the relevant Nominee) GNM:
  - a. Permission for his/her nomination to be published on GNM websites including but not limited to [theguardian.com](http://theguardian.com) (“GNM Websites”) and on any social media account controlled by GNM, including but not limited to Facebook and Twitter accounts (“GNM Social Media Accounts”), and the Nominator grants GNM a non-exclusive, royalty-free, worldwide licence to use and publish his/her nomination in electronic format (including on GNM Websites and GNM Social Media Accounts) and hard copy (including in GNM publications) for purposes connected with the Competition, and to adapt the nomination to enable such publication (including to crop or otherwise edit it for such purposes), and the Nominator hereby irrevocably waives, for the benefit of GNM, all moral rights in the nomination to which he/she is entitled; and
  - b. The right to use the Nominator’s name and county of residence for the sole purpose of identifying the Nominator as the author of his/her nomination.
10. Nominations must not be copied, must not contain any third-party materials and/or content that you do not have permission to use, must not promote any goods or services other than those of the Nominee’s organisation or include any trade marks (other than those belonging to the Promoter or the Nominee’s organisation), and must not be obscene, defamatory,

distasteful, offensive, or in breach of any applicable law or regulation, or in breach of any confidentiality obligations owed by you to third parties. If we have reason to believe a nomination is in breach of this paragraph 10 then we may not consider it and may disqualify it.

11. We may disqualify a nomination for the following reasons: the nomination does not comply with these Terms and Conditions; the Nominee's organisation has for any reason fallen into disrepute in the reasonable opinion of the Promoter; the Nominator is not eligible to submit a nomination to the Competition; the Nominator cannot be contacted; or the Nominee does not consent to being shortlisted. In the event of disqualification, and where necessary, we may shortlist an alternative Nominee in accordance with the selection process outlined below. If your entry features the image of any individuals representing or employed by your organisation or makes any reference to or uses any branding of your organisation, you confirm that your organisation has consented to such activities.

### **Picking the winners**

12. A panel of judges, including at least one member who is independent of GNM, will select a shortlist of 5 Nominees from all nominations received in accordance with these Terms and Conditions. Full details of the judging process and the names of the judges are available on request to [aimee.meade@theguardian.com](mailto:aimee.meade@theguardian.com).
13. When choosing Nominees for the shortlist, the judges will be looking for nominations which describe Nominees who have, in the preceding 12 months, exceeded expectations as a trustee and has encouraged innovation within their charity and inspired others.
14. The judges will make the shortlist of Nominees between Monday 26 to Thursday 29 October 2015. In that period, Nominators of shortlisted Nominees will be contacted and asked to invite their Nominee to contact GNM via email to provide consent: (i) to be shortlisted; (ii) to have their nomination (written by their Nominator) published by GNM on GNM Websites, GNM Social Media Accounts and in other GNM publications; and (iii) to provide the consents detailed in paragraphs 16, 18, 19, , 23 and 24 below. If a Nominee does not provide the requested consents prior to 30 October 2015 then, unfortunately, that Nominee cannot be shortlisted and the judges will select an alternative Nominee for the shortlist using the criteria specified above. The judges' decision is final and no correspondence will be entered into
15. The shortlist of Nominees (together with their Nominator and nomination) will be published online on the Guardian Voluntary Sector Network (<http://www.theguardian.com/voluntarysector-network>) on [ Monday 2 November 2015. Members of the public will then be able to vote, until 23:59 on Sunday 8 November 2015, for the shortlisted Nominee whom they believe is most deserving of the title "Trustee of the Year". Only one vote will be permitted per person, and GNM shall put in place reasonable technical measures intended to prevent any member of the public from voting more than once. GNM reserves the right to disqualify any shortlisted Nominee if the Nominee or their Nominator has, in the Promoter's reasonable opinion, paid or incentivised a third party to vote for them or otherwise interfered with or abused the voting process.

### **The Prize**

16. The winner of the public vote will receive £200 in Love2Shop vouchers. GNM accepts no responsibility for any costs associated with the prize that are not expressly included in the prize.
17. The winning Nominee will be notified by phone or email on Monday 9 November 2015 and given details of how to claim their prize. If the winner does not respond to GNM within 14 days of being notified of their win, the winner's prize will be forfeited and GNM shall be entitled to name the second most popular Nominee in the public vote as the winner of the Competition (and that winner will also have to respond to notification of their win within 14 days or else

they will also forfeit their prize). If the winner rejects their prize or their nomination is invalid or in breach of these terms, the winner's prize will be forfeited and GNM shall be entitled to name the second most popular Nominee in the public vote as the winner of the Competition.

18. The name and county of the winning Nominee, in addition to their nomination and the name and county of their Nominator, will be published on <http://www.theguardian.com/voluntarysector-network> on or before Monday 9 November 2015 and such information shall remain on the website for at least two months.
19. The Love2Shop vouchers will be sent to the winner by 20 December 2015.
20. The prize is non-exchangeable, non-transferable and not redeemable for cash or any other prize.
21. GNM reserves the right to substitute the prize with an alternative prize of similar value in the event that the original prize offered is not available.

#### **Some other rules**

22. The name and county of the winner can be obtained after Monday 9 November by sending a stamped addressed envelope to the following address: Voluntary Sector Network, Guardian News & Media Limited, Kings Place, 90 York Way, London N1 9GU.
23. Nominators and shortlisted Nominees may be required to take part in promotional activity related to the Competition, and Nominators and shortlisted Nominees shall participate in such activity on the Promoter's reasonable request. Nominators and shortlisted Nominees consent to the use by the Promoter and its related companies, both before and after the closing date of the Competition for an unlimited time, of their voice, image, photograph and name for publicity purposes (in any medium, including still photographs and films, and on the internet, including any websites hosted by the Promoter and its related companies) and in advertising, marketing or promotional material without additional compensation or prior notice and, in submitting a nomination or consenting to being a shortlisted Nominee (as appropriate), all Nominators and shortlisted Nominees consent to the same.
24. The Promoter shall use and take care of any personal information you supply to it as described in its privacy policy, a copy of which can be seen at <http://www.theguardian.com/help/privacy-policy>, and in accordance with data protection legislation. By entering the Competition, you agree to the collection, retention, usage and distribution of your personal information in order to process and contact you about your Competition entry, and for the purposes outlined in paragraphs 18, 19 23 and 24 above.
25. GNM accepts no responsibility for any damage, loss, liabilities, injury or disappointment incurred or suffered by you as a result of entering the Competition or accepting the prize. GNM further disclaims liability for any injury or damage to your or any other person's computer relating to or resulting from participation in or downloading any materials in connection with the Competition. Nothing in these Terms and Conditions shall exclude the liability of GNM under law for fraud or fraudulent misrepresentation, or for death or personal injury resulting from its negligence.
26. GNM reserves the right at any time and from time to time to modify or discontinue, temporarily or permanently, this Competition with or without prior notice due to reasons outside its reasonable control (including, without limitation, in the case of anticipated, suspected or actual fraud). The decision of GNM in all matters relating to the Competition is final and no correspondence will be entered into.
27. GNM shall not be liable for any failure to comply with its obligations relating to this Competition where the failure is caused by something outside its reasonable control. Such

circumstances shall include, but not be limited to, weather conditions, fire, flood, hurricane, strike, industrial dispute, war, hostilities, political unrest, riots, civil commotion, inevitable accidents, supervening legislation or any other circumstances amounting to force majeure.

**28.** The Competition and these Terms and Conditions will be governed by English law and entrants to the Competition submit to the exclusive jurisdiction of the English courts.

**29.** Promoter: Guardian News & Media Limited, Kings Place, 90 York Way, London, N1 9GU.