

# **Terms and Conditions - The Guardian Trustee of the Year Award 2014**

## **Nominations**

1. The Guardian Trustee of the Year Award 2014 (the "Award") is open to individuals who you believe should be recognised as the Guardian's Trustee of the Year 2014 because of their work as a trustee for a voluntary organisation. Nominated individuals must be at least 18 years of age, a UK resident, and currently acting as a trustee for a voluntary organisation.
2. You may not nominate yourself for the Award and the Award cannot be made posthumously. Employees and their immediate families of Guardian News & Media Limited ("GNM" or the "Promoter"), its parent companies, subsidiaries and agencies, freelance contributors to GNM, and anyone else professionally connected to the Award, are not eligible to be nominated for the Award.
3. You may only nominate one individual for the Award and you may only nominate that individual once. To make a nomination for the Award you must be at least 18 years of age. If you make a nomination for the Award you shall be deemed to have accepted these Terms and Conditions.
4. Nominations for the Award must be submitted via the nominations webpage at [www.theguardian.com/voluntary-sector-network](http://www.theguardian.com/voluntary-sector-network). Nominations can be submitted between 00:01 on 1 November 2014 and 23:59 on 5 November 2014. Nominations received outside this time period will not be considered. GNM reserves the right in its absolute discretion to extend the closing date for nominations where the nominations received are of insufficient quality.
5. You must provide the name and email address of your nominated trustee and explain in no more than 150 words why you believe that person should receive the Award. The instructions on the nominations webpage form part of these Terms and Conditions and to make a valid nomination for the Award you must comply with all instructions on that page. No purchase is necessary. If you have any questions about how to make a nomination for the Award or otherwise in connection with the Award, please email us at [voluntarysectornetwork@theguardian.com](mailto:voluntarysectornetwork@theguardian.com) with "Guardian Trustee of the Year Award 2014" in the subject line.
6. You must obtain the nominee's consent before providing us with their name and contact details, and you must explain the nature of the Award to them. By submitting a nomination you confirm that your nominee has consented to being nominated and being contacted by GNM in connection with the Award.
7. You are responsible for the cost (if any) of sending your Award nomination to us.
8. 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.
9. You own the copyright to your nomination as its author.

10. By submitting a nomination for the Award, you give GNM:
- a. Permission for your nomination to be published on GNM websites including but not limited to 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 you grant GNM a non-exclusive, royalty-free, worldwide licence to use and publish your 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 Award, and to adapt the nomination to enable such publication (including to edit it for such purposes), and you hereby irrevocably waive, for the benefit of GNM, all moral rights in the nomination to which you are entitled; and
  - b. The right to use your name and county of residence for the purpose of identifying you as the author of your nomination.
11. Your nomination 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 or include any trade marks (other than those belonging to the Promoter or the organisation of the nominated individual), 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 your nomination is in breach of this paragraph 11 then we may not consider it and may disqualify it.
12. We may disqualify your nomination for the following reasons: your nomination does not comply with these Terms and Conditions; your nominated individual or the organisation for which they work has for any reason fallen into disrepute in the reasonable opinion of the Promoter; you are not eligible to submit a nomination; your nominated individual is not eligible to be nominated; or you cannot be contacted. In the event of disqualification of a nomination, we may select a new winner of the Award in accordance with the selection processes outlined below.

### **Picking the winner**

#### Shortlisted Nominees

13. Following the end of the nomination process, a panel of judges, including at least one member who is independent of GNM, will select five nominees (the “Shortlisted Nominees”) from all valid nominations received in accordance with these Terms and Conditions.
14. When choosing the Shortlisted Nominees, the judges will, in particular, be looking for examples where the nominated trustee has done something out of the ordinary as part of their role, or has battled over some obstacle to achieve something for their organisation.
15. The judges will select the Shortlisted Nominees on 6 November 2014. The judges’ decision is final and no correspondence will be entered into.

#### Public Vote

16. The Shortlisted Nominees will then be put forward for a public vote to determine the winner of the Award.
17. Subject to the remainder of this paragraph, voting in the Award is open to UK residents aged 18 and over. Voting is not open to employees and their immediate families of GNM, its parent companies, subsidiaries and agencies, freelance contributors to GNM, or anyone else professionally connected to the Award.
18. Between 00:01 on 7 November 2014 and 23:59 on 12 November 2014 members of the public who are eligible to vote will be able to vote at [www.theguardian.com/voluntary-sector-network](http://www.theguardian.com/voluntary-sector-network) for their favourite Shortlisted Nominee via a page on a GNM website. The winner will be the Shortlisted Nominee who has received the most votes in the online poll before it closes, and their name will be announced on [www.theguardian.com/voluntary-sector-network](http://www.theguardian.com/voluntary-sector-network) on or after 14 November 2014.
19. The Promoter will put in place reasonable technical measures intended to restrict the public vote to one vote per IP address. The Promoter reserves the right to disqualify any Shortlisted Nominee who, in the Promoter's reasonable opinion, has paid or incentivised a third party to vote for them or who has otherwise interfered with or abused the voting process.
20. Full details of the judging process and the names of the judges sitting on the judging panel are available on request to [aimee.meade@theguardian.com](mailto:aimee.meade@theguardian.com).

### **The Prize**

21. The winner will receive a 32GB WiFi only iPad Air 2.
22. The winner will be notified by email on or after 14 November 2014 and given details of how to claim their prize. If a 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 select the Shortlisted Nominee who received the second most votes in the public vote to receive the prize. If a winner rejects their prize or the entry is invalid or in breach of these terms, the winner's prize will be forfeited and GNM shall be entitled to select another winner.
23. The prize will be sent to the winner by 14 December 2014.
24. The prize is non-transferable and not redeemable for cash or any other prize.
25. GNM reserves the right to substitute the prize with an alternative prize of similar value in the event that the original prize offered cannot be provided.

### **Some other rules**

26. As a condition of winning the Award, the winner may be required to take part in promotional activity related to the Award and by accepting the Award the winner shall participate in such activity on the Promoter's reasonable request. By accepting the Award, the winner consents to the use by the Promoter and its related companies for an unlimited time, of the winner's voice, image 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.

27. 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 submitting a nomination for the Award, you agree to the collection, retention, usage and distribution of your personal information in order to process and contact you about your Award nomination.
28. GNM accepts no responsibility for any damage, loss, liabilities, injury or disappointment incurred or suffered by you as a result of submitting a nomination for the Award or being nominated for the Award. 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 Award. 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.
29. GNM reserves the right at any time and from time to time to modify or discontinue, temporarily or permanently, the process for selecting a winner of the Award 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 Award is final and no correspondence will be entered into.
30. GNM shall not be liable for any failure to comply with its obligations relating to this Award 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.
31. The Award and these Terms and Conditions will be governed by English law and those who submit a nomination for the Award submit to the non-exclusive jurisdiction of the English courts.
32. Promoter: Guardian News & Media Limited, Kings Place, 90 York Way, London, N1 9GU.