Community Bloom Fund 2025 - Terms and Conditions

PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY BEFORE PARTICIPATING. THE PARTICIPANT WILL BE DEEMED TO HAVE ACCEPTED THESE TERMS AND CONDITIONS AND AGREED TO BE BOUND BY THEM WHEN PARTICIPATING IN THIS CAMPAIGN. AMONG OTHER THINGS, THESE TERMS AND CONDITIONS INCLUDE LIMITATIONS OF THE PARTICIPANT'S RIGHTS AND REMEDIES.

- 1. The Promotor of this Campaign is Certas Energy UK Limited (the "**Promotor**"), in collaboration with the brand Scottish Fuels & HW Humphreys (a trading entity of the Promoter).
- 2. This Campaign is open to the Promoter's customers, prospective customers, employees of the business and the general public within England, Scotland & Wales (aged 18 years or over, excluding agencies or anyone else professionally connected with the Campaign) (together "Participants") who are directly sent a campaign email from the Promoter ("Campaign Email").
- 3. To be eligible to participate in the "Community Bloom Fund" campaign (the "**Campaign**"), the participant must:
 - a. Be over 18 years of age when submitting the entry;
 - b. Nominate a local area, shared community project using the Promoter's online form during the Campaign Period. The nominated project must be located in a defined local area and designed to benefit the local community as a whole. The project must create or enhance a space, service or initiative that is accessible and available to the public with the primary goal of improving or enriching the community and therefore, entrants must be part of a communal group or entity when applying. Entries that benefit individuals or groups for personal gain, commercial purposes or private ownership will not be eligible.
 - c. Employees of the business are eligible to participate but only must be part of a communal group or entity and the purpose of the entry is for the benefit of a local shared space and not for personal gain.
 - d. Comply with these Campaign terms and conditions (the "Eligibility Criteria")
- 4. The Promoter will **not** accept:
 - a. Responsibility for entries that are lost, mislaid, damaged or delayed in transit, regardless of cause, including, for example, as a result of any postal failure, equipment failure, technical malfunction, systems, satellite, network, server, computer hardware or software failure of any kind; or
 - b. Proof of posting or transmission as proof of receipt of entry to the Campaign.
 - c. Entries that are submitted for personal gain or tourist purposes, or any entries that primarily benefit individuals or groups for personal or commercial use rather than the community as a whole.
- 5. By submitting a campaign entry, the participant confirms that they are eligible to do so and eligible to claim any prize they may win. The Promoter may require the participant to provide proof that they are eligible to enter the Campaign.
- 6. There is no limit on entries to the Campaign per household.

7. The 1st stage (Initial Nomination) of the Campaign opens on 22nd April 2025 and closes on Wednesday 28th May 2025. The 2nd stage (Voting) of the Campaign opens on Tuesday 8th July 2025 and closes on Wednesday 23rd July 2025 (the "**Initial Nomination & Voting Period**").

- 8. The Promoter will not accept campaign entries that are:
 - a. completed by third parties;
 - b. illegible, have been altered, reconstructed, forged or tampered with;
 - c. photocopies and not originals; or
 - d. incomplete.
 - e. entries that are submitted for personal gain or tourist purposes, or any entries that primarily benefit individuals or groups for personal or commercial use rather than the community as a whole. As a result, entrants must be part of a communal group or entity when applying.
- 9. 4 finalists will be chosen by an internal employee panel who will review all entries from the "Initial Nomination" period based on eligibility (section 3) of their community project for the funding. The judging period for this will take place and names of the entrants redacted to allow for fair judging. The finalists for the "Initial Nomination" period will be announced prior to 16th June 2025. A final winner from these finalists will then be chosen by the external public during our "Voting Period" which runs Tuesday 8th July Wednesday 23rd July 2025. Public votes are limited to 1 per person.

10. The winner shall receive £30,000 funding towards their local, shared community project ("**Fund**") and this will be facilitated through our Neighbourly platform. All 4 finalists must sign up to Neighbourly in order for the "**Fund**" to be securely transferred and entrants must be part of a communal group or entity when applying.

- 11. The Fund is non-transferable and cannot be used against an alternative product or service, unless for the purpose of the community project.
- 12. As outlined in section 9, one final winner will be chosen by a public vote from the selected entries during the "**Voting Period**. The announcement for the Fund will take place on or before Friday 25th July 2025 ("Campaign Date"). The Promoter's decision is final in all promotional matters, and no correspondence will be entered into.
- 13. The winner will be notified by call or email (using the details provided at entry) as soon as practicable after the Campaign Date and must provide a postal address to claim the fund.
- 14. The Promoter accepts no responsibility for entries not successfully completed due to a technical fault, technical malfunction, computer hardware or software failure, satellite, network or server failure of any kind.
- 15. The Fund cannot be used in conjunction with any other offer/promotion.
- 16. The Promoter must either publish or make available information that indicates that a valid award took place. To comply with this obligation, the Promoter will send the surname and county of major prize winner and, if applicable, copies of the winning entry to anyone who emails digital@certasenergy.co.uk or writes to 1st Floor, Allday House, Warrington Road, WA3 6GR (enclosing a self-addressed envelope) within 1 month after the Draw Date. If you object to any or all of your surname, county and winning entry being published or made available, please email digital@certasenergy.co.uk. In such circumstances, the Promoter must still provide the information and winning entry to the Advertising Standards Authority on request.
- 17. The Promoter will make all reasonable efforts to contact the winner. If the winner cannot be contacted or is not available or has not claimed the Fund within 30 days of being notified that

they have won, the Promoter reserves the right to offer the Fund to the next eligible entrant selected from the 4x finalists of the "**Voting Period**" that were received before the end of the Period.

- 18. The Promoter does not accept any responsibility if the participant cannot take up the Fund.
- 19. The Promoter has the right to disqualify any entry not made in accordance with these terms and conditions, which it has reason to believe has been made in bad faith or if the participant's conduct is contrary to the spirit or intention of the prize campaign.
- 20. The Promoter reserves the right to replace the Fund with an alternative prize of equal or higher value if circumstances beyond the Promoter's control make it necessary to do so.
- 21. To the maximum extent permitted by law, the Promoter shall not be liable for any loss and/or personal injury suffered by the winner as a result of their participation in the campaign.
- 22. The Promoter reserves the right to withdraw, amend or temporarily suspend the Campaign at its absolute discretion, provided that it shall not exercise this right unreasonably.
- 23. The Campaign and these terms are governed by English law and subject to the exclusive jurisdiction of the English courts.
- 24. IMPORTANT DATA PROTECTION INFORMATION: Personal data supplied during the course of this promotion will only be processed as set out in the Promoter's privacy policy <u>https://certasenergy.co.uk/policies/privacy-policy</u>. See also *Condition 16* with regard to the announcement of winners.