

Prize Draw Prize Rules

1. Qualifying Persons

- 1.1. The Big Green Prize Company Limited (“Promoter”, “we”, “our(s)”) is a Non Profit Limited by Guarantee company number 13392114, registered in England and Wales, registered address, Kemp House, 160 City Road London, EC1V 2NX. We operate prize draws resulting in the allocation of prizes in accordance with these Prize Rules on the website www.biggreenprize.com (the “Website”) with the objectives of raising money for charitable causes, and the promotion of electric vehicle use, ecological improvements to private homes, and the use of other technologies that reduce carbon emission at the place of use, or in total.
- 1.2. The Prize Draws are open to all persons aged 18 and resident in the United Kingdom, excluding the Promoter's employees or members of their immediate family, agents or any other person who is connected with the creation or administration of our Competitions.
- 1.3. We reserve the right to cancel or amend the Prize Draw or the Rules without notice in the event of a catastrophe, war, civil or military disturbance, act of God or any actual or anticipated breach of any applicable law or regulation or any other event outside our reasonable control. Any changes will be posted within these Prize Rule and notified on the Website.

2. Legal Undertaking

- 2.1. By entering a Prize Draw the entrant (“Entrant(s)”, “Paying Entrant(s)”, “Free Entrant(s)”, “you”, “your(s)”) will be deemed to have legal capacity to do so, you will have read and understood these Prize Rules and you will be bound by them and by any other requirements set out in any related promotional material. You hereby warrant that all information submitted by you is true, current and complete. We reserve the right to verify the eligibility of all entrants.
- 2.2. Our Prize Draws are governed by English Law and any matters relating to them will be resolved under English Law and the Courts of England shall have exclusive jurisdiction.
- 2.3. Our failure to assert our rights in relation to any breach of the Rules shall not constitute a waiver of such rights, nor will any such waiver be implied.
- 2.4. If any provision of the Rules (or portion thereof) is invalid, illegal or unenforceable, the validity, legality or enforceability of the remainder of the Rules will not be affected or impaired.

3. Charity Linked Promotion

- 3.1. Only UK Charities (the “Beneficiary”, “Beneficiaries”, “Recipient Charities”) registered with the UK Charities Commission benefit from the Promotion. The Beneficiary of a Prize Draw will be displayed on the Prize Draw Entry Page. The Beneficiary is a charity that manages corporate donations for onward distribution to charities (Recipient Charities) that they have vetted. The Recipient Charities are charities who's charitable activities correspond to the charitable activity specified by Paying Entrants.
- 3.2. The Promoter, Beneficiary relationship is one of corporate donor (the Promoter) and donee (The Beneficiary) and is subject to a formal commitment which is available for inspection by the Advertising Standards Authority in accordance with The UK Code of Non Broadcast Advertising and Direct & Promotional Marketing (the “Code”) paragraph 8.33.1. For the avoidance of doubt no principle/agent relationship is established, and therefore we do not act as agents for the Beneficiary, and we remain solely responsible for any disputes should they arise between us and Entrants in relation to the operation of the Prize Draw.

- 3.3. The amount (the "Proceeds") available for distribution to the Beneficiary following the Prize Draw is the total income derived from Entrants who entered the Prize Draw by the Paid Method of Entry (the "Paying Entrants"), less the cost of the prize(s) and operational costs incurred by the Promoter .
- 3.4. Each Prize Draw is subject to an entry limit, and so payment to the Beneficiary has an upper limit. The minimum available for distribution to the Beneficiary, and the potential maximum, will be shown on the Prize Draw entry page.
- 3.5. The objective of each Prize Draw is the advancement of electric vehicle use, ecological improvements to privately owned houses, and the advancement of the use of other technologies that reduce carbon emission at the place of use, or in total, whilst still generating Proceeds for the UK registered charities.
- 3.6. The Proceeds that the Beneficiary receives is calculated when the Prize Draw closes. Although there is a fixed number of entries to the draw, only at the close of the draw will the total income be known, due to the different paid entry bundles available and the variable number of free entries. The Proceeds from each Prize Draw will be shown on the website under Previous Prize Draws and will show the Beneficiary name and the amount received.
- 3.7. The Beneficiary will receive an irrevocable, outright gift, that cannot be returned to The Promoter. The Beneficiary will hold the Proceeds in The Big Green Prize Ltd Giving Account pending distribution to Recipient Charities who's activities fall within the charitable activity listed on the Entry Page.
- 3.8. The proportion of the Proceeds received by Recipient Charities will be determined by reference to the proportion of Paying Entrants choosing the charitable activity that corresponds with the activity of the recipient charity. The Recipient Charities will also be listed on the website under Previous Prize Draws.
- 3.9. The Prize Draw entry fee payable by Paying Entrants, is for the purpose of generating income that will provide Proceeds for distribution to the Beneficiary, pay for the prize(s), and Promoter operational costs. The Promoter is Non Profit and no percentage of the total entry fees is retained by the company.
- 3.10. No percentage of the entry fee is allocated for the benefit of the Beneficiary at the point of entry.
- 3.11. Entry fees received after the closure of a Prize Draw are dealt with in accordance with Rule 4.3.

4. Prize Draw – General

- 4.1. **FREE ENTRY: You are not required to pay and entry fee to participate in the Prize Draw. See instructions for making a free entry under Section 6 and also note 4.1.1 below.**
- 4.1.1. **If you choose to use the Free entry method you are required to communicate (which means to send us) your entry in accordance with Rule 6.1** This is a Prize Draw and not a Lottery, so you are given the option to enter by a method that is neither more expensive ,nor less convenient, than participating by paying. (Gambling Act 2005 Schedule 1 Paragraph 8(1)(b)(ii) refers). There is a nominal communication fee.
- 4.2. **Website:** This is an online Prize Draw and entries must be made in the manner described on the website. Entries can only be undertaken via the Website.
- 4.3. **Draw of Entry (The Draw an entry is entered into):** For the avoidance of doubt the Entrant is entering the Prize Draw currently open. When a prize draw closes in accordance with Rule 4.5, entries will be allocated to the subsequent Prize Draw that commences immediately upon the closure of the former Prize Draw, and which has the

same Prize(s) and Rules. This Rule avoids Entrant disappointment caused by not gaining an entry to a Prize Draw because it closes at the time an entry is communicated to the Promoter.

- 4.4. **Entry Limit Per Person:** The Prize Draw entry limit is 500 individual entries per person. Prior to the prize draw being made, entries identified as being above the limit will be void and will not enter the draw. Entry fees paid for void entries will not be refunded. Subsequent to the draw being made, and where a winner has been selected, and where that winner is discovered to have made more than the permitted entries, we reserve the right to select an alternative winner. Any replacement winner will be selected on the same criteria as the original winner, but having first removed the original winner's entries, and will be subject to these Prize Draw Rules.
- 4.5. **Prize Draw Closure:** Each prize draw has a limit on the total number of entries. Entries by both the Paid Method and Free Method count towards the total entry. The currently open prize draw closes when the sum of all entries attain the maximum entry level which is 825,000 individual entries.
 - 4.5.1. The Promoter reserves the right to close the Prize Draw without the maximum entry limit being reached. This action will be taken where; (a) keeping the prize draw open would lead to entrant disappointment as a result of the Prize Draw duration being unacceptably long, and, (b) sufficient entries have been received to enable awarding the prizes and payment of the guaranteed minimum donation.
 - 4.5.2. Should insufficient Paid Entries be received when the Prize Draw closes by reaching the maximum entry level, the Promoter will subsidise the Prize Draw, guaranteeing that the stated prizes will be available for the winner, and that the minimum guaranteed charity donation is made.
 - 4.5.3. When a Prize Draw closes the Promoter reserves the right to not open a new Prize Draw. In which case all Entrants who would otherwise have been entered into the subsequent Prize Draw in accordance with Rule 4.3 will be notified on the Website, and by email, and Paying Entrants will be a refunded.
- 4.6. **Start Date:** The start date of the currently open Prize Draw will be stated on the Entry Page of the Website.
- 4.7. **Closing Date:** The draw does not have a closing date. The draw closes in accordance with Rule 4.5. This provides greater assurance that the target income is generated, which is to the benefit of entrants. Progress towards the closure date will be displayed on the Entry Page of the Website. The duration of previous Prize Draws can be found on the Previous Prize Draws page of the Website.
- 4.8. **Late Entries:** An entry is late when it is communicated at the time when a draw is closing in accordance Rule 4.5. Late entries are placed in the next available prize draw in accordance with Rule 4.3. If a subsequent Prize Draw is not available (see Rule 4.5.3) then Paying Entrants are refunded.

5. Prize Draw Entry - Paid Method of Entry

- 5.1. Paying Entrants can purchase a variety of entry bundles via the Website. Each bundle has a different fee and has a different number of entries. The individual entries within each bundle are of the same value. You can buy as many bundles as you wish, as long as you do not exceed the total number of allowed entries. See Rule 4.4. You will be entered into the draw that is open at the time of Entry. See Rule 4.3 .
- 5.2. You can choose to automate a repeated entry on a weekly or monthly basis. For each subsequent automated entry you will receive a confirmation email with an entry number. You can cancel your automated entry independently of the Promoter via your

Donorbox Account which is set up at the time you establish your repeat entry. Automated Entries will be entered into a Prize Draw on the same basis as your first entry, and in accordance with these Rules.

6. Prize Draw Entry - Free Method of Entry

- 6.1. **You must fill in the Free Entry form that is on the same Website page as the form for the Paid Method of Entry.** There is a nominal communication fee . The fee is charged to deliver your communication to us in a way that ensures your entry is managed exactly the same as entries by the Paid Method . No part the nominal communication fee is an entry fee.
- 6.2. **You can choose to automate your Free Entry by setting up automated weekly or monthly repeated communication for a Free entry.** You can cancel this automated communication independently of the promoter via your Donorbox Account that is set up at the time you establish your repeat communication. Your automated Free Entry communication will result in a Prize Draw entry on the same basis as your first Free Entry, in accordance with the Rules.
- 6.3. You may communicate more than one Free entry, and automated Free Entry, as long as you do not exceed the total number of allowed entries. See Rule 4.4 .
- 6.4. For the avoidance of doubt, you are not able to enter by sending a postcard or a written form of entry. That is because this is an online Prize Draw and in compliance with the Gambling Act 2005 Schedule 1 Paragraph 8(1)(b)(ii) we have provided a method of communicating your entry that is neither more expensive nor less convenient than participating by paying.

7. Confirmation of Entry

- 7.1. Entrants by both methods of entry will receive a confirmation email with their entry number. And that entry number will be placed into a draw in accordance with the number of entries purchased (Paid Method of Entry) or communicated (Free Entry Method).
- 7.2. The entry list of each Prize Draw is held by Randomness and Integrity Services Ltd. ("RIS"), 8 Dawson Street, Dublin 2, D02 N767, and who are independent of the Promoter. An Entrant by either method can check that their entry or entries were included on an entry list by following the instructions on the Previous Prize Draw page of the Website. All data passed to, and held by, RIS, is anonymous. RIS are incorporated in Ireland, registration number 489434.

8. Prize Draw – Winner Selection

- 8.1. The Prize winner will be chosen at random from the total number of entries entered into the Prize draw. The Promoter plays no part in the Winner selection Process. The selection process is conducted by RIS who select winners of a draw randomly. They use an independently certified computer based process that uses an algorithm, combined with naturally occurring random input taken from the natural environment.
- 8.2. The draw will take place within five working days of the Prize Draw closing. The winner will be notified within 48 hours of the draw taking place.

9. Winner's Details

- 9.1. Winners details will be published on the Website. Name and Town only, and pictures.
- 9.2. The Winner will be required to provide photographs and/or pose for photographs and videos, which may be used in future marketing and public relations by the Promoter in connection with the Competition and in identifying them as a winner of a Competition.

10. Winners Obligations

- 10.1. The Winner will be required to send a proof of identity to the Promoter; One of either of the following; a copy of their Passport, Drivers Licence, or Birth Certificate, plus a proof of address. This is to confirm identity and age. Any failure to meet this obligation may result in the Winner being disqualified and the Promoter choosing an alternate winner.
- 10.2. If a Paying Entrant used a credit card the Entrant must confirm that the card was legally theirs, or that they had authorisation to use it, before any prize will be paid or delivered. Any failure to meet this obligation may result in the Winner being disqualified and the Promoter choosing an alternate winner.
- 10.3. Following receipt and verification of the details requested under 10.1 and 10.2 above, the Winner will be contacted in order to make arrangements for delivery of the prize. At this point the Winner must choose their preferred prize. (See Section 11 and 12)
- 10.4. The Winner must provide a copy of that part of their bank statement that shows their Name, Address, Sort Code and Bank Account number for the payment of the cash element of the Prize.

11. Main Prize – Choice 1 - Electric Car

- 11.1. The prize is a fully electric car (Battery Electric Vehicle) licensed by the DVLA and delivered by a UK Car Dealer up to the value of £60,000 (On the road price).
- 11.2. A cash alternative to the Prize stated is not available except where Rules 11.5 or 11.6 apply.
- 11.3. Within 28 days of being notified as the winner, the Promoter will (i) place an order with a UK Car Dealer, and (ii) transfer the balance of the Prize into the Winners bank account. If the winner has not decided on their choice of vehicle within 28 days they must notify the Promoter in writing that they require a time extension.
- 11.4. Insurance of the vehicle is the responsibility of the Winner. And proof that the winner can obtain insurance is required prior to the order being placed.
- 11.5. Where the winner is not able to secure insurance to take delivery of the prize, the winner will be awarded the cash alternative.
- 11.6. Where the winner does not hold a driving licence valid for driving in the UK at the time of being notified, or holds a licence but is currently banned from driving, they can choose between being awarded the cash alternative, or place the prize selection on hold until the licence issue is resolved.
- 11.7. The Winner cannot change their choice of car once the order has been placed.
- 11.8. Once the order has been placed the cost of the car will be transferred into an Escrow account by the Promoter for subsequent payment for the car at the time of delivery.
- 11.9. Once the order has been placed the cash element of the prize will be transferred to the winners bank account.
- 11.10. Delivery of the Prize will be subject to the UK car dealer's delivery arrangements and the availability of the model chosen, both of which are beyond the Promoters control.
- 11.11. Servicing of the vehicle is the responsibility of the Winner.
- 11.12. Should the dealer be unable to deliver the vehicle ordered by us an alternative dealer will be selected by us. Should a deposit be lost as part of any such occurrence the loss will be covered by us.

12. Main Prize – Choice 2 - Home Energy Installation

- 12.1. The prize is installation of solar panels, home electricity storage batteries, heat pump and insulation up to the value of £60,000 on a property owned by the winner. The exact specification of the installation will be dependent upon the property type .
- 12.2. A cash alternative to the Prize stated is not available.
- 12.3. We will arrange for a home inspection to take place within 28 days, or on another date by arrangement with the winner. A recommendation will then be made regarding the most appropriate installations. Following this, suppliers will be sourced for the equipment and fitting. The timing of fitting will be within the control of the various suppliers. If the winner has already determined the best solution for their property, then that can be the starting point rather than a home survey.
- 12.4. Contracts for installation will be between the contractor and the winner.
- 12.5. The ability to change the installation once ordered will be dependent up the contractual arrangements of the relevant suppliers and are outside of our control.
- 12.6. When the contracts with suppliers have been signed and the installation cost becomes fixed, we will pay the required deposits, and transfer the remaining cash balance into the winners bank account, less the value final payments due on the installations.
 - 12.6.1. If contracts for supply are signed, but the final cost is subject to change, the sum transferred to the winners bank account will also be reduced by a suitable retention to cover the potential cost increases.
- 12.7. Once orders have been, and deposits paid, the value of the final payments due on installations will be placed into an Escrow account by the Promoter for subsequent payment to suppliers.
- 12.8. If the winner is in the process of moving home, or likely too, the prize can be held over until the move is completed. No part of the prize fund can be used for the purchase of the new home. It can only be used for an installation after you have moved in. The prize fund will be placed into an Escrow account while the house move takes place.
- 12.9. Should any of the suppliers be unable to undertake the ordered installation and alternative supplier will be sourced. Should a deposit be lost as part of any such occurrence the loss will be borne by us.

13. Kickstarter Prizes

- 13.1. There are Kickstarter prizes of not less than £1,000 in value that are won by early entrants to the prize draw. Prizes are detailed on the Website.
- 13.2. The draws will be conducted in accordance with rule 8.1, and the winner will be notified within 48 hours.
- 13.3. Winner obligation rules (Section 10) and entry limit rule 4.4 apply.
- 13.4. Entrance by both methods of entry will be included in the draw.

14. Personal Data

- 14.1. Acceptance of the prize by the Winner will mean they are required to have their photo and video taken by the Promoter for promotional purposes (Public Relations and Marketing), both immediately after their win, and in the future (eg when a car prize is delivered, or ecological home improvements are completed), for use in accordance with Rule 9.2, unless prohibited by law.
- 14.2. By entering a Competition, you agree to the use of your first name, home-town, and/or photograph or other likeness, for promotional purposes.

14.3. Any personal data relating to entrants will not be disclosed to parties unrelated to the Prize Draw. Parties Related to the Prize Draw are The Big Green Prize Draw Ltd, and Donorbox (Who administer entries) . Please see our Privacy Policy for full details of data management.

15. Limits of Liability

15.1. The Promoter makes no representations or warranties as to the quality/suitability of any of the goods offered as prizes. Except for liability for death or personal injury caused by the negligence of the Promoter, the Promoter shall not be liable for any loss suffered or sustained to person or property including, but not limited to, consequential (including economic) loss by reason of any act or omission by the Promoter, or its servants or agents, in connection with the arrangement for supply, or the supply, of any goods by any person to the prize Winner(s) and, where applicable, to any family/persons accompanying the Winner(s), or in connection with any of the Competitions promoted by the Promoter.

16. Electronic Communications

16.1. No responsibility will be accepted for failed, partial or garbled computer transmissions, for any computer, telephone, cable, network, electronic or internet hardware or software malfunctions, failures, connections, availability, for the acts or omissions of any service provider, internet accessibility or availability or for traffic congestion or unauthorised human act, including any errors or mistakes.

16.2. The Promoter shall use its best endeavours to award the prize for a Competition to the correct Entrant. If due to reasons of hardware, software or other computer related failure, or due to human error the prize is awarded incorrectly, the Promoter reserves the right to reclaim the Competition prize and award it to the correct Entrant, at its sole discretion and without admission of liability.