

THE CHRISTMAS CHALLENGE 2018 PLEDGE TERMS & CONDITIONS

Definitions

“Champions”: Partners of the Big Give. These are external funders who contribute to the matching funds and can be trusts, foundations, corporations or philanthropists. **“Charity”:** Any charitable organisation that is applying for or participating in the Christmas Challenge.

“Donors”: Supporters who make donations to participating Charities when the Christmas Challenge campaign goes live. A Donor can be anyone who would like to donate to the Charity but cannot have also acted as a Pledger to the same Charity.

“Pledgers”: Key supporters of Charities, excluding Donors. They contribute to the matching funds by providing promises of funding (**“Pledge Promises”**). Pledgers can be major donors, trustees, or any other significant supporter of the Charity.

“The Big Give”: The Big Give Trust, charity no: 1136547 who runs theBigGive.org.uk and the Christmas Challenge campaign.

2.1. Making a pledge

- 2.1.1. Charities who apply to the Christmas Challenge are required to collect Pledge Promises as part of their application. Pledge Promises are used to match online donations during the Christmas Challenge. Charities may also be selected by Champions whose funds will also be used to match online donations during the Christmas Challenge (see 2.2.).
- 2.1.2. Pledge Promises must be completed via the online Pledge Promise form. The link for the Pledge Promise form is made available to each Charity via the Christmas Challenge Dashboard in the Charity's account area on theBigGive.org.uk.
- 2.1.3. The Pledge Promise form must be completed by the individual (or, if being made by an organisation, an authorized representative of said organisation) making the Pledge Promise. A Charity must not complete the Pledge Promise form on behalf of Pledgers.
- 2.1.4. Pledgers may not pledge:
 - funds from a Charity's own accounts;
 - funds from an individual or organisation where the Charity has transferred (or intends to transfer) funds to reimburse said individual or organisation;
 - Funding which has already been received into the charity's bank account
- 2.1.5. Pledges must not be fulfilled (i.e. paid to the Charity) until after the Christmas Challenge has been completed (see 2.4.).
- 2.1.6. Pledgers are not permitted to make online donations to the same Charity during the Christmas Challenge. They are, however, able to donate to different charities.
- 2.1.7. Pledges must be a minimum of £100. The maximum in pledges a Charity can receive is the pledge target set by the Charity.

- 2.1.8. **The deadline for completing Pledge Promise forms is 17.00 (BST) on Friday 31st August 2018. No late submissions of Pledge Promise forms will be accepted.**
- 2.1.9. A Charity must receive at least £1,000 in Pledge Promises to be considered for the Christmas Challenge. Failure to raise at least £1,000 in Pledge Promises means the Charity will not be allowed to take part in the Christmas Challenge in which instance all Pledge Promises received by the Charity become null and void.
- 2.1.10. A Charity raising at least £1,000 in Pledge Promises does not mean the Charity has been selected to receive Champion funds in the Christmas Challenge.
- 2.1.11. The maximum a Charity can receive from any Champion is equivalent to the amount raised in Pledge Promises.
- 2.1.12. Each Pledge Promise is restricted to the project set out by the Charity as part of their Christmas Challenge application.

2.2. Charity notification

- 2.2.1. Participating Charities will be notified between 17th September and 5th October as to whether or not a Champion has offered to match all or some of the total raised in Pledge Promises.
- 2.2.2. Where a Charity has been offered all or a partial amount of what they are seeking in Champion funds, a Charity can accept or reject this offer. If a Charity rejects the offer, the Charity will not take part in the Christmas Challenge and all Pledge Promises received by the Charity become null and void. The Charity should notify their Pledgers. If a Charity accepts this offer, they will participate in the Christmas Challenge (see 2.3.).

2.3. How Pledge Promises are used to match online donations in the Christmas Challenge

- 2.3.1. The Christmas Challenge campaign launches at midday (12pm) on Tuesday 27th November 2018 and will close at 12pm on Tuesday 4th December 2018. It is only during the 7 days of the Christmas Challenge that any matching funds will be utilised.
- 2.3.2. If a Charity has accepted Champion funds (whether a partial or full amount), Champion funds and Pledge Promises will be combined to form a ring-fenced matching pot ("matching pot") for each Charity. **Online donations to participating Charities received during the Christmas Challenge live phase will be matched initially by Pledge Promises. Once a Charity has used all of its Pledge Promises, donations will be matched by Champion funds until Champion funds are exhausted or until 12pm on Tuesday 4th December, whichever is sooner.**
- 2.3.4. Once a Charity's Pledge Promises and Champion funds have been exhausted, their donation page on the Big Give website will clearly state that any subsequent donations will not be matched. Donors will still be encouraged to make an unmatched donation.

2.4. Fulfilling the pledge

- 2.4.1. **Pledgers must fulfill their Pledge Promises after the Christmas Challenge has been completed and before 11th January 2019.**
- 2.4.2. If a Charity has not used all of its Pledge Promises by the end of the Christmas Challenge (12.00pm on Tuesday 4th December 2018), their Pledgers will only be required to pay a pro rata amount of their Pledge Promise. E.g. if a Charity matches 50% of its Pledge Promises with online donations each Pledger will only be required to pay 50% of the pledged amount. If the Charity has not used up all of its Pledge Promises, the Big Give will contact each Charity confirming the pro-rata amount owed by each Pledger. The Pledger may choose to pay the full amount, but this is not compulsory. It is the Charity's responsibility to ask Pledgers to pay their pledge.
- 2.4.3. The Big Give reserves the right to contact Pledgers following the conclusion of the Christmas Challenge (regardless of whether they have opted in to receiving information from the Big Give) informing them of the amount they owe their Charity.
- 2.4.4. The Pledger's name and email address will be shared with the Charity to which they pledge. The Pledger has the option to opt in to further communications from the charity. The Big Give will not pass on any of the Pledger's details to any third parties other than the Charity. For more details, see the Big Give's [Privacy Policy](#).
- 2.4.5. All Pledge Promises can be paid directly from the Pledger to the Charity, or through the Big Give website.
- 2.4.6. Charities will be asked to provide proof that the Pledge Promises have been fulfilled e.g. screenshot of payment made via the Big Give or a scan of a cheque/ bank statement.

2.5. The Big Give Responsibilities

- 2.5.1. The Big Give shall take all reasonable steps to ensure the maintenance of the online giving platform (theBigGive.org.uk) and the associated payment systems for the duration of the Christmas Challenge.
- 2.5.2. The Big Give shall not be liable for faults that arise out of their control related to the online giving platform and associated payment systems, nor be responsible for any applications that are lost or mislaid as a result of any equipment or software failure or other technical malfunction.
- 2.5.3. The Big Give shall manage the matching and payment process for all donations made during the Christmas Challenge.
- 2.5.4. The Big Give reserves the right to change any aspect of the service and/or these Terms & Conditions at any time without notice.
- 2.5.5. The Big Give reserves the right to cease or limit funding offered to any Charity at any time.

2.6. Pledger Responsibilities

- 2.6.1. Each Pledger must complete the Pledge Promise form with accurate information and if their contact details change they should notify the Charity to which they pledged and info@thebiggive.org.uk as soon as possible.

2.6.2. A Pledger may not withdraw their Pledge Promise after it has been submitted via the Pledge Promise form. If a Pledger suspects they will no longer be able to fulfill their Pledge Promise they should notify the Charity to which they pledged and info@thebiggive.org.uk as soon as possible.

2.7. General

2.7.1. In the event that a Pledger breaches or is suspected to have breached the Terms & Conditions, the Big Give reserves the right to exclude the Pledger from participating in the Christmas Challenge or any future match funding campaigns organised by the Big Give, and to seek legal redress or take such other further steps as may be necessary in the circumstances (including where relevant notifying relevant regulatory authorities of any concerns).

2.7.2. The Big Give reserves the right to hold void, suspend, cancel, or amend the Christmas Challenge where it becomes necessary to do so.

2.7.3. These Terms & Conditions shall be governed by English law, and the parties submit to the non-exclusive jurisdiction of the courts of England and Wales.