

## THE CHRISTMAS CHALLENGE 2018 CHARITY 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 who is applying or participating in The Christmas Challenge.

**“Donors”:** Supporters who make online donations via theBigGive.org.uk to participating Charities when The Christmas Challenge campaign is 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.

### 1.1. Stage One Application

1.1.1. To be eligible to apply for The Christmas Challenge 2018, a Charity:

- must be registered on theBigGive.org.uk (to register, a Charity must have a charity number or proof of tax exempt status);
- must have an income above £25,000 (as per its previous year’s accounts);
- must have filed at least one year’s accounts;
- must not have been previously disqualified from a Big Give match funding campaign.

1.1.2. Applications to The Christmas Challenge must be made via the Charity’s account area on theBigGive.org.uk. By submitting an application to The Christmas Challenge, the Charity agrees to be bound by these Terms & Conditions.

1.1.3. Charities will be able to complete their Stage One application for The Christmas Challenge from Monday 21st May. **The Stage One application must be completed by 17.00 (BST) on Friday 6th July 2018. No late applications will be accepted (it is strongly advised that Charities begin the application process well before the deadline to allow ample time to complete the Stage One application).** Early applications will also allow a Charity more time to complete Stage Two of the application.

1.1.4. Stage One application requires a Charity to indicate that they understand The Christmas Challenge. Any Charity who does not understand the campaign should contact [info@thebiggive.org.uk](mailto:info@thebiggive.org.uk) as soon as possible.

1.1.5. Stage One application requires a Charity to complete details of the project for which they aim to raise funds in The Christmas Challenge. Any funding received from Champions, Pledgers or Donors received through The Christmas Challenge will be restricted as per details of the participating project with the exception referenced below (see 1.1.7.).

- 1.1.6. Stage One application requires a Charity to complete details about their fundraising targets and marketing plans for The Christmas Challenge. Fundraising targets in The Christmas Challenge must:
- be between £4,000 and £100,000; and
  - not have a target for Champion funds which exceed 10% of the Charity's previous year's annual income (as per last set of accounts).
- 1.1.7. Once a Charity has hit their fundraising target, additional online donations received via thebiggive.org.uk may be unrestricted.
- 1.1.8. Once Stage One application has been completed, any change needing to be made to the details contained within Stage One application must be discussed with the Big Give by contacting [info@thebiggive.org.uk](mailto:info@thebiggive.org.uk). The Big Give reserves the right to refuse any proposed changes to the Stage One application, at its sole discretion.
- 1.1.9. Charities are responsible for ensuring all information completed as part of the Stage One application is accurate and up-to-date.
- 1.1.10. It is assumed that all Charities who complete a Stage One application will be able to operate as a going concern for the year ahead (see Charity Commission guide '[CC12 – Managing a charity's finances](#)' for more information). If you or the Charity's trustees have uncertainty as to whether you will be able to meet this requirement, please contact [info@thebiggive.org.uk](mailto:info@thebiggive.org.uk).
- 1.1.11. On successful completion of Stage One application, Charities will move to the Stage Two application.

## **1.2. Stage Two Application (collecting pledge promises)**

- 1.2.1. Stage Two application requires Charities to collect pledge promises.
- 1.2.2. It is the Charity's responsibility to ensure that Pledgers are aware that the Charity may or may not be selected for Champion funding. (Please note, Charities who are not selected by a Champion may still be able to take part via the Private Match Fund – see 1.3.4 for further details).
- 1.2.3. Pledge promises must be completed via the online pledge form (the link for the pledge form is made available to each Charity in the Christmas Challenge 2018 Dashboard in the Charity's account area on theBigGive.org.uk).
- 1.2.4. The pledge form must be completed by the individual (or, if being made by an organisation, a suitable representative of said organisation) making the pledge. A Charity must not complete the pledge form on behalf of their Pledgers.
- 1.2.5. Pledgers may not pledge:
- funds from a Charity's accounts;
  - funds from an individual or organisation where the Charity has transferred (or intends to transfer) funds to reimburse said individual or organization;
  - grants or funding which have already been granted or confirmed;

- 1.2.6. Pledges must not be fulfilled (i.e. paid to the Charity) until after The Christmas Challenge has been completed (see 1.5.1). Proof of pledges being fulfilled will be required on completion of The Christmas Challenge. If a Charity receives payment of a pledge before completion of The Christmas Challenge, the Charity will be required to find a replacement pledge.
- 1.2.7. Pledges are not permitted to make online donations to the same Charity during The Christmas Challenge. They are, however, able to donate to different charities.
- 1.2.8. Pledges must be a minimum of £100. The maximum in pledges a Charity can receive is equivalent to the pledge target set in Stage One application.
- 1.2.9. **Stage Two application (i.e. the completion of pledge forms to hit pledge target) must be completed by 17.00 (BST) on Friday 31st August 2018. No late submissions of pledge forms will be accepted.**
- 1.2.10. A Charity must receive at least £1,000 in pledge promises in the Stage Two application 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.
- 1.2.11. 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.
- 1.2.12. The maximum a Charity can receive from any Champion is equivalent to the amount raised in pledge promises.

### **1.3. Notification Stage**

- 1.3.1. Charities who have completed Stage Two application and have been selected by a Champion will be notified by email (sent to the email address in their Charity Profile, as indicated at the time of application) between 17th September and 5th October 2018.
- 1.3.2. A Champion may offer the full or partial amount a Charity is seeking from a Champion, as set out in Stage One application. If the Charity is offered a partial amount, donations will still be matched using the pledge funds first before matching from Champion funds (see section 1.4.3.).
- 1.3.3. Any Charity offered Champion funds will be informed of the amount of Champion funds they have been offered to match donations in The Christmas Challenge and the reporting requirements of the Champion.
- 1.3.4. Charities who have not been selected by a Champion will be notified by email (to the nominated email address given in the Stage One application) by 5th October 2018. Any Charity who has not been selected by a Champion may still be able to take part in the Christmas Challenge through the Private Match Fund, whereby online donations are matched by pledge funds only.
- 1.3.5. Charities who have not been selected by a Champion will be notified by email (to the nominated email address) by 5th October 2018.
- 1.3.6. **A Charity's response to their offer must be received by the Big Give within 5 working days of notification (from the date and time stamp on the email) to confirm their place in The**

**Christmas Challenge.** (It is the responsibility of the Charity to ensure the nominated email address is manned). If acceptance is not received within 5 working days, it will be assumed the Charity wishes to withdraw from The Christmas Challenge.

- 1.3.7. Any Charity who withdraws from The Christmas Challenge after accepting their offer will be disqualified from taking part in any future Big Give match funding campaigns.

## **1.4. The Christmas Challenge**

- 1.4.1. The Christmas Challenge campaign launches at midday (12pm) on Tuesday 27th November and will close at 12pm on Tuesday 4th December 2018.
- 1.4.2. Champion funds and Pledger funds will be combined to form a ring-fenced matching pot ("matching pot") for each Charity. It is only during the time/dates of The Christmas Challenge (as per 1.4.1.) that the matching pot will be utilised.
- 1.4.3. **Online donations to participating Charities received during The Christmas Challenge will be matched initially by pledge funds. Once a Charity has used all of its pledge funds, donations will be matched by Champion funds until Champion funds are exhausted or until 12pm on Tuesday 4th December, whichever is sooner.** (N.B. For Charities which have accepted a place in the Private Match Fund, donations will be matched entirely by the pledge funds until the funds are exhausted or until 12pm on Tuesday 4th December, whichever is earlier).
- 1.4.4. Once a Charity's pledge funds 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.
- 1.4.5. All donations made during The Christmas Challenge must be made online via theBigGive.org.uk website without exception. Donations must be made via a Charity's project page on the Big Give website, for the project which has been accepted into The Christmas Challenge.
- 1.4.6. The minimum single donation made during the The Christmas Challenge is £5. The maximum single donation made during The Christmas Challenge is £5,000. A donor can make multiple matched donations, up to a value of £5,000 per donation.
- 1.4.7. A donation is eligible to be matched if it is made when The Christmas Challenge is live (i.e. between 12.00pm on Tuesday 27th November and 12.00pm on Tuesday 4th December) and if there is sufficient funding available in the matching pot for the selected Charity.
- 1.4.8. Donors will have 10 minutes to complete their donation once match funds are reserved. If the donation is not completed within 10 minutes the Donor will be notified and the match funds will be released back into the matching pot for said Charity.
- 1.4.9. Participating Charities are not permitted to process donations on behalf of their supporters. Each donation must be made by the cardholder him/herself without exception.
- 1.4.10. Participating Charities are not permitted to make donations to their own Charity from their organisation's accounts or to transfer funds to Donors to make donations to said Charity.

- 1.4.11. All donations made during The Christmas Challenge are subject to theBigGive.org.uk Donation Terms & Conditions (available at <https://www.thebiggive.org.uk/legal-information/>) which includes requests for refunds.
- 1.4.12. All donations made during The Christmas Challenge will be processed by Charity Checkout, with a 4% administration fee on the donation. Charity Checkout will also make any Gift Aid claims resulting from online donations, with a 4% administration fee deducted.
- 1.4.13. Donor names will be visible in each Charity account area on the Big Give website. Donors details (i.e. email address and postal address) will be displayed unless the Donor has asked not to be contacted. If a Donor has opted not to hear from the Charity, the Big Give will not contact the Donor on the charity's behalf.

## **1.5. Post-Christmas Challenge**

- 1.5.1. Pledgers must fulfill their pledges (i.e. pay the amount they owe) after The Christmas Challenge has been completed and before 11th January 2019. It is the Charity's responsibility to request payment from their Pledgers.
- 1.5.2. If a Charity has not used all of its pledge funds 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. E.g. if a Charity matches 50% of its pledges with online donations, each Pledger will only be required to pay 50% of their pledged amount. If the Charity has not used up all of its pledge funds, 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.
- 1.5.3. The Big Give reserves the right to contact Pledgers following the conclusion of The Christmas Challenge informing them of the amount they owe their Charity.
- 1.5.4. All pledges can be paid directly from the Pledger to the Charity, or through the Big Give website.
- 1.5.5. Charities must keep proof that the pledges have been fulfilled e.g. a screenshot of payment made via the Big Give or a scan of a cheque/bank statement.
- 1.5.6. Participating Charities must confirm the receipt of all pledges by 11th January 2019 by uploading proof to their Christmas Challenge 2018 Dashboard on theBigGive.org.uk.
- 1.5.7. The Big Give will conduct due diligence after The Christmas Challenge has been completed to ensure pledges have been fulfilled which will require charities to provide proof of pledge payment (e.g. a screenshot of payment made via the Big Give or a scan of a cheque/bank statement). Payment of Champion funds may be withheld until the Big Give has received satisfactory proof that pledges have been collected. Charities participating in the Private Match Fund must also provide proof of pledge payment and any future participation in Big Give match funding campaigns may be in jeopardy if satisfactory proof of pledges is not provided. The decision is at the discretion of the Big Give and their decision is final.
- 1.5.8. Donations made during The Christmas Challenge will be paid into participating Charities' bank accounts within 4 weeks of the donation being made. Charities should ensure their bank details are registered and up-to-date with the Big Give's payment processor, Charity Checkout. This can

be done via the Charity's account area on the Big Give website. Payments made by BACS will carry the reference of 'Online Giving Ltd'.

## **1.6. The Christmas Challenge Awards**

- 1.6.1. Any Charity that hits its fundraising target for The Christmas Challenge will be nominated for The Christmas Challenge Awards. Exceeding the fundraising target will be one of the criteria for the Awards. Full details of the judging criteria and prizes of The Christmas Challenge Awards will be announced to participating Charities in the build up to the campaign.
- 1.6.2. The successful Charities will be chosen by a panel of judges whose decision will be final.

## **1.7. The Big Give Responsibilities**

- 1.7.1. 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.
- 1.7.2. 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.
- 1.7.3. The Big Give shall manage the matching and payment processing for all donations made during The Christmas Challenge.
- 1.7.4. The Big Give reserves the right to change any aspect of the service and/or these Terms & Conditions at any time without notice.
- 1.7.5. The Big Give reserves the right to cease or limit funding offered to any Charity at any time.

## **1.8. Charity Responsibilities**

- 1.8.1. Each Charity is responsible for maintaining the correct contact details in their Big Give Charity Profile at all times.
- 1.8.2. Each Charity is responsible for informing the Big Give of any organisational changes, proposed changes to their pledge target and/or any other factor which may reasonably affect their performance in The Christmas Challenge.
- 1.8.3. Each Charity is responsible for reading all guidance documentation and communication sent out by the Big Give.
- 1.8.4. It is the Charity's responsibility to deal with any requests that come from Champions in relation to The Christmas Challenge. A Charity's contact details (as per its Big Give account) will be made available on request to Champions, who may contact the charity directly.

## **1.9 General**

- 1.9.1 In the event that a Charity breaches or is suspected to have breached these Terms & Conditions, the Big Give reserves the right to exclude the Charity 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).

- 1.9.2 The Big Give reserves the right to withdraw the Champion funds allocated to any charity at any point.
- 1.9.3 The Big Give reserves the right to hold void, suspend, cancel, or amend The Christmas Challenge where it becomes necessary to do so.
- 1.9.4 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.