



## **AVIVA BROKER COMMUNITY FUND TERMS AND CONDITIONS 2023**

These terms and conditions apply to the Aviva Broker Community Fund (the “**Fund**”). The promotor of the Fund is Aviva Insurance Limited (“**Aviva**”, “**us**”, “**we**”, “**our**”). By participating in the Fund, you confirm that you accept these terms and conditions.

### **Eligibility Criteria**

#### Brokers

This Fund is available to insurance brokers or employees of insurance brokerages operating in the United Kingdom (which, for the purposes of the Fund, includes England, Wales, Scotland, Northern Ireland, the Channel Islands and the Isle of Man) that trade General Insurance business (“**Submitters**”, “**you**”). Submitters must be over the age of 18. Only one submission per individual is allowed, but multiple submissions can be made on behalf of any one insurance brokerage if they are made by different individuals.

Please also note that it is your responsibility to get any necessary permissions to enter the Fund and for the brokerage’s name to be used by Aviva in connection with the Fund. Submissions need to be made online.

#### Organisations, Projects and Submissions

1. Submissions must be made on behalf of Organisations that:
  - a. are based in the UK;
  - b. have been operating for at least 6 months at the time of the Submission;
  - c. are not operated for profit;
  - d. have an average annual income over the previous three financial years (or, if the Organisation has operated for less than three years, since the Organisation was established) of no higher than £2,000,000 (two million pounds); and
  - e. have a bank account in that Organisation’s name.
2. Submissions must relate to projects that aim to create positive change in local communities through, for example, purchasing resources or providing activities or programmes. The Organisation must plan to use funds within 12 months of receiving an Award or a Prize. Projects must not benefit any one individual and all beneficiaries must be in the UK. If an Organisation is a religious organisation, the project must have an outcome that is accessible to anyone of any faith.
3. Submissions must be made in English and must not:
  - a. include content or proposals with the purpose of promoting specific individuals, companies, brands or products (other than the Submitter’s insurance brokerage);
  - b. contain any material owned by a third party, including trademarks, or contain any images or videos that identify individuals unless, in each case, you have the third party’s and each individual’s express permission to do so and to permit use of such content by Aviva;
  - c. violate any applicable law or regulation or promote or encourage the violation of any law or regulation;

- d. contain offensive, obscene or sexually suggestive material, propaganda, potentially misleading information, or defamatory or disparaging material about other people or companies, or endorse any form of hate, hate group or terrorist activity;
- e. discriminate unlawfully on any basis prohibited by law (e.g. gender, race, religion, disability, age, sexual orientation);
- f. promote or speak negatively about any political party or any affiliated group, promote or speak negatively about any legislation or government policy, or promote or encourage the violation of any law;
- g. promote any activities that may be unsafe or dangerous or propose the use of sums from the Fund for any activities considered to be gaming, betting or gambling or which otherwise relate to raffles, prize draws, games of chance, lotteries or similar activities;
- h. relate to any subject that is contrary to the interests of the Aviva group of companies (including, but not limited to, Submissions and/or projects that present an unacceptable regulatory, reputational or other risk to the Aviva group of companies);
- i. be used for commercial use or promotion;
- j. contain any viruses or other malicious elements that are intended to damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data or personal information; or
- k. attempt to manipulate or unfairly influence the outcome of the Fund,

in each instance, as determined by Aviva in its sole discretion.

### How to enter

1. To enter the Fund, go to the Fund webpage (<https://connect.avivab2b.co.uk/broker/community-fund/>). From there you can link to the registration page and register as a Submitter using your name, email address and the name of the brokerage that you work for.
2. Next, complete your Submission. Submissions can be made between **9am on Friday 28 April 2023** and **5pm on Friday 30th June 2023**
3. Submissions received by **5pm on Wednesday 31 May 2023** will be eligible to participate in the Early Entry Prize Draw.
4. If you leave the insurance brokerage named in your Submission before the announcement of the Winners, on **Tuesday 17 October 2023**, Aviva reserves the right to remove your Submission from the Fund.

### Moderation & Due Diligence

1. Aviva has engaged Charities Trust to assist with the administration of the Fund. Charities Trust will conduct moderation and due diligence of Submissions and provide the Awards and Prizes to the Winners.
2. Each Submission will be moderated by Charities Trust to check that it appears to meet the Eligibility Criteria. You will receive an email when your Submission has been accepted. Moderation may take up to 5 working days but could take longer towards the end of the submission period and/or if Charities Trust has any questions about your Submission that require it to conduct further investigation or contact you directly. Acceptance of a Submission does not mean that your Submission is eligible to

win an Award or a Prize. Due diligence will be conducted on Organisations before Awards and Prizes are awarded.

3. After the Finalists and Early Entry Prize Candidates are announced on **Monday 7 August 2023**, the Submitters of those Submissions will receive due diligence forms. Forms must be completed and provided, together with any necessary evidence, to Charities Trust by **5pm on Friday 18 August 2023**. Charities Trust will then conduct due diligence on the Submissions. You can view a copy of the due diligence form here:  
[https://static.aviva.io/content/dam/document-library/broker/BrokerACF2023\\_DD\\_Form.pdf](https://static.aviva.io/content/dam/document-library/broker/BrokerACF2023_DD_Form.pdf)
4. Submissions that do not meet the Eligibility Criteria (whether because of the content of the Submission, the Submitter, the Organisation or the project) or do not successfully pass due diligence will not be eligible to win an Award or a Prize.

## Awards and Prizes

The 2023 Aviva Broker Community Fund will distribute up to £300,000 (three hundred thousand pounds) in total to causes supported by our brokers as follows:

<b>Awards &amp; Prizes</b>	<b>£2,500 Award</b>	<b>£5,000 Award</b>	<b>£10,000 Award</b>	<b>£20,000 Award</b>	<b>£500 Early Entry Prize</b>
<b>Number</b>	Up to 15	Up to 10	Up to 10	Up to 5	Up to 25

If we receive less Submissions that meet the Eligibility Criteria and successfully pass due diligence than the number of Awards and Prizes set out above, we may allocate Awards and Prizes in different numbers and values. Aviva also reserves the right to not distribute the total fund of £300,000 in the event that insufficient Submissions are made in terms of quantity and/or quality.

## Judging

1. All Submissions that successfully pass moderation will progress through to judging.
2. A panel of Judges made up of Aviva employees, insurance brokers (who have not entered the Fund) and representatives of Charities Trust will score each Submission against the Judging Criteria.
3. Judges will decide the shortlist of Finalist Submissions and the value of any Award that may be received. Judges can decide that a Submission should receive an Award of a lower value than was requested in the Submission.
4. The decisions of the Judges are final. Aviva will not enter correspondence or discussion relating to the judging decisions. Unfortunately, due to the number of Submissions we receive, we are not able to provide individual feedback on any Submissions.

## Judging Criteria

Judges will allocate a score to each Submission against the following criteria:

### **Community Champion and Relationship – Why & how deeply the broker cares**

The relationship between broker and project is key. We're looking for brokers to demonstrate a clear partnership between the broker and the project. This could be that they have supported them for a long time, they have supported the project financially, or that they are already involved in fundraising and or volunteering activities to increase the support of the project.

<p><b>Local Need - What's needed</b></p> <p>What is the need and how greatly or urgently is it required? How will the project/funding meet the need? How many people will benefit from the project, and what its widespread popularity will be.</p>
<p><b>Community outcomes – What difference will it make</b></p> <p>The project should be local and close to the hearts of the brokerage and the wider community. (National organisations are excluded.) The submission should outline what the outcomes of the project would be and how many people will it support either directly or indirectly.</p>
<p><b>Impact of the funding – How will it make a lasting difference</b></p> <p>How long the impact of the project will be felt and whether it will require regular funding beyond the initial request. If additional funding is required, a feasible plan should be provided to illustrate how this funding would be raised to ensure the project will be finished. Funding for a one-off event or similar is fine if the impact will make a lasting difference.</p>
<p><b>Alignment to this year's Broker Community Fund focus.</b></p> <p>Judges will look to award points for applications that include how the project is:</p> <ul style="list-style-type: none"> <li>• <b>Taking Climate Action - Promoting healthy, thriving communities to become more sustainable by preventing, preparing for and protecting against the impacts of climate change; becoming more environmentally friendly; rewilding or biodiversity activities.</b></li> <li>• <b>Supporting Financial Wellbeing - Helping communities to cope in the face of financial difficulty and overcoming barriers to financial resilience - ready for anything.</b></li> </ul>
<p><b>Quality of Submission</b></p> <p>High scores will be given to those that demonstrate a highly thought through and clear entry.</p>

## Finalists

1. Submitters will be notified by email on **Monday 7 August 2023** if their Submissions are Finalists. Notification emails will contain due diligence forms to be completed and returned.
2. Due diligence forms must be completed and provided, together with any necessary evidence, to Charities Trust by **5pm on Friday 18 August 2023**. Charities Trust will then conduct due diligence on the Submission.
3. If the Submission successfully passes due diligence, the Submitter will be notified by email.
4. If a Submission does not pass due diligence, it will not be eligible to win an Award and the Submitter will be notified by email. The Judges may then select another Finalist Submission and will notify that Submitter by email and require them to complete due diligence.

## Early Entry Prize Draw

1. Submissions that are received on or before **Wednesday 31 May 2023** and that are not selected as Finalists will be entered into the Early Entry Prize Draw to win one of 25 prizes of £500.
2. Prize Candidates will be randomly selected, and prize winners will be notified by email on **Tuesday 17 October 2023**.

3. Submitters of Early Entry Prize Candidate Submissions will receive a due diligence form by email. Forms must be completed and provided, together with any necessary evidence, to Charities Trust by **5pm on Friday 31 October 2023**. Charities Trust will then conduct due diligence on the Submission.
4. If the Submission successfully passes due diligence, the Submitter will be notified by email that the Submission is an Early Entry Prize Winner.
5. If a Submission does not successfully pass due diligence, it will not be eligible to win an Early Entry Prize and the Submitter will be notified by email. Aviva may then randomly select another Prize Candidate and will notify the Submitter by email and require them to complete due diligence.

## Winners

1. In each case, the actual recipients of the Awards and Prizes will be the Organisation named in the Submission. No funds will be received by the Submitter even in the role of trustee for the Organisation.
2. Organisations will receive Awards or Prizes via a bank transfer (BACS) from Charities Trust to the bank account advised to Charities Trust as part of the due diligence process. Funds will be transferred within 28 days of being notified they are a winner. Awards and Prizes are non-transferable.
3. Aviva will make information about Winner Submissions, including Submitters, Organisations and projects, available on the Fund webpage (<https://connect.avivab2b.co.uk/broker/community-fund/>) on **Wednesday 18 October 2023**.
4. Winners of the prize amounts will be required to complete an impact assessment form within 12 months of receiving the funding or when the project is complete (whichever is soonest) and return to Charities Trust. The impact assessment form will be sent to all winners, to complete, from Charities Trust.

## Data Protection

Participation in the Fund, whether as a Submitter or a representative of an Organisation, may involve the processing of your personal data and may involve the processing of personal data of any person referred to in your Submission, including names and contact and employment information. You shouldn't include any personal data of any individuals in your Submission without their express consent. Aviva is a data controller and may use your personal data for the purposes of running and administering this Fund as outlined in these terms and conditions. Submitters of winning Submissions and Organisations that receive funding through the Fund may be named in Aviva communications, promotional material or on Aviva social media and may be asked to participate in publicity or promotion organised by Aviva. Aviva may also contact Submitters in the future about the Aviva Broker Community Fund and other community initiatives. Our lawful basis for processing your personal data as set out in this privacy notice will be our legitimate interests in offering community initiatives.

We may share your personal data within the Aviva Group and with third parties including:

- Charities Trust – which assists us to run and administer the Fund, including conducting moderation and due diligence of Submissions and providing Awards and Prizes to Organisations;
- Wazoku Limited which provides the technology platform for running the Fund and in particular—to support: broker registration, submitting, moderation and evaluation of entries. It also provides a repository of entries and data related to the entries submitted;
- our media and creative agencies – who support us in promoting the Fund; and

- our research agencies – who assist us in understanding and gathering feedback from participants in the Fund.

We maintain a retention policy to ensure we only keep personal data for as long as we reasonably need it for the purposes explained in this notice. Aviva will keep information about Submitters and Submissions for five years.

For more information about how Aviva processes your personal data and your individual rights, please see the Aviva Intermediaries Privacy Policy at: <https://connect.avivab2b.co.uk/privacy-policy/>

### **Intellectual property rights**

When you enter the Fund, you hereby grant Aviva a non-exclusive, worldwide, irrevocable licence to the intellectual property rights in your Submission. Intellectual property rights are the rights an owner of material (e.g. text, images) has to decide how their material is used. You also agree to waive any moral rights which you may have in your Submission. Moral rights are the rights an owner of material has to be acknowledged as the creator of the material and to object to derogatory treatment of their material.

You warrant to us that your Submission:

- is owned and controlled by you and that you have the right, power and authority to grant us a licence to the intellectual property rights;
- is not subject to any conflicting agreements which might restrict how we use your Submission;
- will not infringe the intellectual property rights of any third party;
- does not contain anything which may be confidential or commercially sensitive; and
- in respect of images or videos that identify individuals, that you have the consent to use such material and that the individual (or each individual, as applicable) has waived their rights in relation to such material. If an image or video is of a person under 18 years of age, parental or guardian consent must be obtained to use that material. You must produce evidence of the required consents at Aviva's request or risk being removed from the Fund.

### **General**

1. The promoter of this Fund is Aviva Insurance Limited. Registered in Scotland under company number 2116, registered office: Pitheavlis, Perth PH2 0NH. Aviva has engaged Charities Trust to assist with the administration of the Fund. Registered in England and Wales under company number 02142757, charity registration number 327489, registered office: suite 22, Century Building, Tower Street, Liverpool, L3 4BJ.
2. If you have any difficulty accessing or entering this promotion, please contact your Aviva Sales Manager or please contact us at us at [comfund@aviva.com](mailto:comfund@aviva.com). If you would like these terms and conditions in another format, please contact us and we will endeavor to provide it.
3. Aviva may, at its sole discretion, exclude a Submission from the Fund if there is any reason to believe that there has been a breach of these terms and conditions, if the Eligibility Criteria are not met, or if a Submission is incomplete, incomprehensible, false or fraudulent.
4. Aviva reserves the right to modify, withdraw, suspend or cancel the Fund at any time without prior notice and in its sole discretion.

5. Aviva may amend these terms and conditions from time to time. Subject to any legal requirement to provide additional notice, amended terms and conditions will be available at the Fund webpage (<https://connect.avivab2b.co.uk/broker/community-fund/>).
6. Aviva is not responsible for Submissions that are lost, delayed, incomplete or cannot be delivered or entered for any technical or other reason.
7. While nothing in these terms and conditions will limit Aviva's liability for death or personal injury caused by our negligence, fraud, or for any other liability which cannot be limited or excluded under the applicable law, Aviva will not be legally responsible to any Submitter, insurance brokerage, Organisation or beneficiary for any losses suffered in connection with entry to or participation in the Fund or which are caused by a third party, that were not foreseeable to us or to you at the time of entry.
8. None of these terms and conditions shall be enforceable under the Contracts (Rights of Third Parties) Act 1999 by any third party.
9. If any provisions of these terms and conditions shall be unlawful, void or for any reason unenforceable then that provision shall be deemed severable and shall not affect the validity and enforceability of the remaining provisions.
10. These Fund terms and conditions shall be governed and construed in accordance with the laws of England and any disputes shall be subject to the jurisdiction of the English courts.

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