



## Fiver Challenge 2021 Terms and Conditions

In these terms and conditions “**YE**”, “**We**”, “**Us**” or “**Our**” means Young Enterprise (registered company number 712660; registered charity number 313697) and “**You**”, “**Your**”, or the “**Organisation**” means the primary school, charity or youth organisation that participates in Fiver Challenge 2021 (also referred to as the “**Challenge**”). “**Participant**” means any child who partakes in the Challenge and at the end of the Challenge, You may arrange for one or more of Your Participants to enter the “**National Competition**” in which winners will be announced and awards will be given out.

These terms and conditions shall apply to You and any Participant in the Challenge and /or the National Competition. No purchase is necessary and the Challenge is free to enter subject to Participants pledging to return the Funds granted to them upon entry into the Challenge.

Entry to the Challenge must be through the official application form process only. The application process is in two stages. **Stage one:** Register online at: [www.fiverchallenge.org.uk](http://www.fiverchallenge.org.uk). **Stage two:** Complete the payment form and upload the completed form via the platform at [www.fiverchallenge.org.uk](http://www.fiverchallenge.org.uk).

The Challenge bank has limited funds. These funds will be allocated on a first-come, first-served basis. Once those funds have been allocated or advanced to Participants, We will not accept further Participant entries to the Challenge unless they are self funding.

The Challenge is open to all Organisations that are dedicated to young people aged 5 – 11 years (for example, Brownie, Guides or Cub Scouts) within the UK (including Channel Islands & Isle of Man), it is not open to employees (or members of their immediate families) of YE or its holding or subsidiary companies or employees of agents or suppliers of YE, who are professionally connected with the competition or its administration.

### 1. The Challenge

- 1.1 We will pledge to You up to £5 (five pounds sterling) per Participant or Team with a minimum of £50 and up to a limit of £250 per Organisation (the total funds advanced to each Organisation are referred to as “**the Funds**” in these terms and conditions).
- 1.2 Participants may work in groups (a “**Team**”) or individually. It is for You and the Participants to determine the amount of Funds to be allocated to a Team (**up to a maximum** of £5 per Participant). Only one entry per Participant is permitted.



- 1.3 Subject to section 1.5, Participants are challenged to make as much profit as possible and engage with their local community through enterprising activities between the defined dates. **For Scotland and Northern Ireland, the Challenge dates are 17<sup>th</sup> May – 11<sup>th</sup> June and within England & Wales (including IOM and Channel Islands) the Challenge dates are 7<sup>th</sup> June – 2<sup>nd</sup> July – all dates are inclusive (the "Challenge Dates").**
- 1.4 All enterprising activities must be specifically created for the Challenge and cannot be comprised of the same activity being used in another of Our programmes, e.g. Company/Team Programme; Tenner Challenge.
- 1.5 Any enterprising activity which involves gambling, fraud, unlawful, is reasonably likely to bring YE (including but not limited to the Challenge and/or the National Competition) into disrepute, or illegal activities is not permitted and any enterprising activity conducted as part of the Challenge consisting of any of these elements will be automatically disqualified.
- 1.6 We may disqualify You and/or the Participants from the Challenge if We have reasonable grounds to suspect that You and/or the Participant(s) are in breach of these terms and conditions or Your or a Participant's participation in the Challenge involved gambling, was fraudulent, or otherwise unlawful or illegal. In the event of a Participant or Team being disqualified, the entire Funds pledged to that Individual or Team shall be required to be refunded to YE promptly.
- 1.7 Each Participant or Team will need to complete a journal documenting their business activities, progress, turnover and profit and You will need to upload the Participant or Team journal on to Our online platform using Your unique registration link. This will form the basis of entries and will be judged in the National Competition. Therefore, You should encourage Participants and Teams to provide as much detail as possible. Subject to and in accordance with the YE Privacy Policy, You will be able to upload photographs to support their journal.
- 1.8 You shall ensure that the parent and /or guardian of each Participant has provided express consent for the Participant to enter into the Challenge and/or the Weekly and/or National Competitions and for the Participants personal information to be provided and used by YE in accordance with the YE Privacy Policy and You shall ensure that a record of such consents are maintained by You during the Challenge and Weekly and/or National Competition and for a reasonable period of time thereafter. YE reserves the right to audit such records at any time upon reasonable notice and, if required by YE, You shall be obliged to provide copies of any and all



consent forms reasonably required by YE within 48 hours of any such request.

- 1.9 We will not be responsible for any claims made by Participants and/or their parents or guardians that allege any entries were affected and/or personal data (including, but not limited to work or photographs) were uploaded without the appropriate consents.
- 1.10 We will advance the Funds only to Your Organisation's bank account, subject to YE's internal procedures and policies. You shall only use the Funds for the purpose of the Challenge. You will return any Funds that are not advanced to Participants for the purposes of the Challenge within 31 days of receipt.
- 1.11 You shall be responsible for distribution of the Funds to the Participants and all supervision of the activities of the Participant in relation to the Challenge. You shall not distribute any Funds prior to the official start date.
- 1.12 The Participants and Teams must pledge to return the original £5 on completion of the Challenge, or in the event that the Participant does not make a profit, to return at least £3 ("**the Pledge**"). If the Participant makes a profit the Participant may donate a further 50p per £5 pledged ("**the Legacy Contribution**") to sustain the Fiver Challenge bank.
- 1.13 You shall collect the Pledge and any Legacy Contribution from all Participants and Teams on completion of the Challenge. You shall pay all monies received from all Participants to Us by 16th July 2021 by electronic payment. Our bank details will be provided when the Funds are initially advanced to You. Payment by cheque is also accepted in the event that You are unable to make an electronic payment. Cheques should be made payable to "Young Enterprise".
- 1.14 Any profit that is made by the Participant or Teams (defined as in excess of £5.00) may be retained by the Participant or Teams (subject to clause 1.10).
- 1.15 By entering the Challenge, You and the Participants agree to indemnify, defend and hold harmless YE and its respective affiliated companies and all of its respective past and present officers, directors, employees, agents and representatives from and against any and all claims, expenses, and liabilities (including legal fees), including but not limited to negligence and damages of any kind to persons and property, defamation, infringement of trademark, copyright, design right or other intellectual property rights, property damage, or death or personal injury arising out of or relating to



Your Entry or participation in the Challenge and /or the National Competition.

## **2 The National Competition**

- 2.1 The National Competition is divided into two age categories:
  - 2.1.1 Participants aged 5-8 years (inclusive); and
  - 2.1.2 Participants aged 9-11 years (inclusive).
- 2.2 Once Participants and Teams have completed the Challenge, You shall select the top five overall Participants or Teams from Your Organisation for submission to the National Competition ("Entr(y)(ies)"). It is for You to determine the criteria for selecting Participants.
- 2.3 In the interests of sustaining the Challenge bank, We would like each Organisation to repay at least 60% of the advanced Funds. We have complete discretion over Entries to the National Competition and may deny entry to Participants from an Organisation which is unable to repay at least 60% (for which any and all Legacy Contributions shall be counted). Our decision as to whether to allow Entries from Participants from an Organisation unable to repay 60% shall be final.
- 2.4 The closing date for the National Competition Entries is 9<sup>th</sup> July 2021. All entries must be received by 17.00 (BST). We do not accept responsibility for lost, delayed, corrupted or invalid entries.
- 2.5 Subject to Your and the Participants rights under the YE Privacy Policy, no detail in any Entry may be changed in any way once it has been submitted, except for a change of contact details.
- 2.6 In order to compete in the National Competition all enterprising activities undertaken by Participants and Teams must have taken place during the Challenge Dates. All money earned by Participants and Teams as part of the Challenge must have been received by Participants and Teams by the final day of the Challenge. Any activity undertaken and any payment received before 00:00 on the first day of the Challenge and after 00:01 on the final day of the Challenge will not be considered by the judges when judging Entries. We accept no responsibility for any illegible or incomplete Entries or any incorrect or inaccurate information or lost or late Entries.



2.7 The eligible Entries to the National Competition will have the chance to achieve the following awards:

2.7.1 Participant/Team with the highest profit 5-8 years;

2.7.2 Participant/Team with the highest profit 9-11 years;

2.7.3 Most Inspiring Individual;

2.7.4 Best overall Team 5-8 years;

2.7.5 Best overall Team 9-11 years; and

2.7.6 'Fiver for Good' individual/team 9-11 years

2.7.7 Best in Sustainability

and one winner will be selected for each award from the eligible Entries.

2.8 Up to Ten Participants/Teams will be shortlisted from all Entries by Our Fiver Project Manager in accordance with and subject to the criteria set out in the competition section of the platform. The final shortlisted Entries will be judged by an external panel of independent judges. The judges will assess innovation, flair, creativity and enthusiasm when judging Entries. Full judging criteria can be found in the *Fiver Challenge National Competition Guidance* to be found in Your unique area of Our website. The judges' decision is final. No correspondence between judges and Organisations, Participants or Teams will be entered into.

2.9 All expenses (including personal taxes) incurred as part of entering the Challenge and /or National Competition, unless specifically stated otherwise, are the sole responsibility of You and /or the Participant.

You and each Participant represent, warrant and agree that:

- a) so far as you are aware the Participants are (and will be) the sole creators and authors of the Entry;
- b) the Participants have the right to make the Entry to for all purposes of the National Competition;
- c) the Entry will not infringe upon, misappropriate or otherwise violate any third party intellectual property right or proprietary right including, without limitation, any registered or unregistered trademark, copyright, design rights or patent, nor any privacy rights, moral rights nor any other rights of any person or entity;



- d) the Entry does not contain any content which violates or infringes upon the rights of others, which is unlawful, threatening, abusive, defamatory, invasive of privacy or publicity rights, vulgar, obscene, profane, indecent or otherwise objectionable, which encourages conduct or is conduct that would constitute a criminal offence, gives rise to civil liability or otherwise violates any applicable law.

### **3 Prize and winner announcement**

- 3.1 Each of the winners will receive a trophy (maximum of one per Team) and a trip to London to attend an award ceremony. The trip and award ceremony will be for 1 day and will take place at a time and place to be confirmed. We will inform You if You have any successful Participants by the end of July 2021. For winners within the 5-8 years category, a maximum of eight (8) Participants from a winning Team may attend, plus up to four (4) representatives from the Organisation that the winning Team represents. For winners within the 9-11 years category, a maximum of eight (8) Participants from any winning Team may attend, plus up to two (2) representatives from the Organisation that the winning Team represents. It shall be Your and the winning Participants' responsibility to select who shall attend from a winning Team. Individual winners may bring a parent/carer or a representative from the Organisation. YE shall only be responsible for reasonable travel costs which will be reimbursed by YE, subject to proof of purchase. We will advertise full details as soon as possible. No cash alternative will be offered and the prize is non-negotiable, non-transferable and non-exchangeable. The prize is subject to change at Our discretion.
- 3.2 If any individual Participant winner or all Participants within a winning Team cannot attend, the award will be sent to the winner within eight weeks of the final judging taking place to an address which has been notified to Us. Alternatively, You can choose for one of Our representatives to visit Your Organisation at a time/date to be agreed to present the award to any winner who is unable to attend the award ceremony.
- 3.3 Winners' names will be available on request from 31<sup>st</sup> July 2021 to 8 September 2021 from the Promoter by sending a stamped self-addressed envelope to: Young Enterprise, Peterley House, Peterley Road, Oxford OX4 2TZ

### **4 Winner publicity**



4.1 Subject to the YE Privacy Policy and 4.1.2, You accept that, if one of Your Participants wins an award:

4.1.1 We will have the right (unless this is withheld by the Participant(s)), , to use the name, address and other details of Your Organisation and also the name, age, and town of residence of the winning Participant(s) for the purposes of announcing the winner of this National Competition and for related promotional purposes; and

4.1.2 You shall obtain the consent of the parent or guardian of the Participant to use the details of the Participant on the basis stated in clause 4.1.1 and shall provide copies to Us upon request.

## **5 Ownership of Entries**

5.1 By submitting a Participants' or Teams' Entry and any accompanying material, You and each of the relevant Participants agree to:

- a) licence to YE all intellectual property rights with full title guarantee; and
- b) waive all moral rights, in and to the Participants Entry and otherwise arising in connection with the Entry to which the Participant may now or at any time in the future be entitled under the Copyright, Designs and Patents Act 1988 as amended from time to time and under all similar legislation from time to time in force anywhere in the world.

5.2 You and the Participants agree that YE may, but is not required to, make Entries available on its website and any other media, whether now known or invented in the future, and in connection with any publicity of the Challenge and/or the National Competition. Participants agree to grant YE a non-exclusive, worldwide, irrevocable licence, for the full period of any intellectual property rights in the Entry, to use, display, publish, transmit, copy, edit, alter, store, re-format and sub-licence the Entry and any accompanying materials for such purposes.

## **6 Data privacy**

6.1 YE will collect and use Your and the Participants' personal data as detailed in Our Privacy Policy, available [here](#) YE will comply with all data protection legislation in force during the Challenge and National Competition.

## **7 General**



- 7.1 To the fullest extent permitted by law, We shall not be liable to You or the Participants for any costs, expenses, loss or damage arising from entry in the Challenge or National Competition, or any prize or award, or any damage to any Participant or computer or any other equipment used to upload or download material relating to this Challenge or National Competition except where it is covered by the negligence of YE, its agents or that of its employees. Your and the Participants' legal rights are not affected.
- 7.2 Nothing in these terms and conditions shall have the effect of excluding or limiting any liability for death or personal injury caused by negligence or for fraud or to restrict or exclude any other liability which cannot be so restricted or excluded in law.
- 7.3 Participants will benefit from Our public and product liability insurance subject to compliance with these terms and conditions and the guidance below. Please ensure you are familiar with these provisions which are detailed below and available to You on the website. If the insurance provider refuses for any reason to provide insurance benefit to You or the Participant, We shall not be liable to provide to You or the Participant any replacement benefit of the same or similar kind or to pay any compensation in lieu.
- 7.4 You shall be responsible for the health and safety of all Participants and compliance with all relevant legal requirements.
- 7.5 We do not accept any responsibility for failure on the part of any telecommunications operator, or any interruption in or cessation of Your or the Participant's ability to gain access to the website, or any network congestion, technical failure or other problem in any telephone line, internet connection, network, system, provider or otherwise which results in any Entry not being correctly received.
- 7.6 We may cancel or suspend the Challenge or National Competition for any reason beyond Our reasonable control with immediate effect by notice in writing (including email). If there is any reason to believe that there has been a breach of these terms and conditions, YE may, at its sole discretion, reserve the right to exclude You and Your Participants (or individual Participants) from participating in the Challenge or National Competition.
- 7.7 YE reserves the right to hold void, suspend, cancel, or amend the Challenge and /or National Competition where it becomes necessary to do so.





- 7.8 A person who is not a party to these terms and conditions has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of these terms and conditions.
- 7.9 A failure by us to enforce any one of the terms and conditions in any instance(s) will not give rise to any claim or right of action by any You or any Participant, nor shall it be deemed to be a waiver of any of our rights in relation to the same.
- 7.10 Except as specifically set out herein and to the maximum extent permitted by law, all conditions, warranties and representations expressed or implied by law are hereby excluded.
- 7.11 To the fullest extent permitted by law, we hereby exclude and shall not have any liability to You or any Participant in connection with or arising out of the National Competition and /or the Challenge howsoever caused, including for any costs, expenses, forfeited prizes, damages and other liabilities, provided that nothing in these terms and conditions shall operate to limit or exclude our liability for personal injury or death caused by our negligence.
- 7.12 In the event that any provision of these General (or any Specific) Terms are held to be illegal, invalid, void or otherwise unenforceable, it shall be severed from the remaining provisions which shall continue in full force and effect.
- 7.13 These terms and conditions are governed by English law and You and Participants can bring legal proceedings in respect of the services in the English courts. If You or the Participant are resident in Scotland they can bring legal proceedings in respect of the products in either the Scottish or the English courts. If You or the Participant are resident in Northern Ireland they can bring legal proceedings in respect of the competition in either the Northern Irish or the English courts.

## Insurance cover

Fiver Challenge trading is covered by a Young Enterprise insurance policy. The following notes are about this policy and are for general guidance only, they are not an exhaustive summary of the policy. Organisations should make sure that their Participants are either performing tasks as part of the Challenge within this guidance or if not that Your insurance policy covers the Participants' planned activities. Any questions about insurance not covered here should be submitted to: [info@fiverchallenge.org.uk](mailto:info@fiverchallenge.org.uk)

### **Products and Public Liability (Including Prohibited Products)**



Young Enterprise has effected Products and Public Liability Insurance, under which there is an indemnity up to £10,000,000 to cover the legal liability in respect of accidental death, illness or disease, bodily injury, or loss of or damage to, material property not belonging to or held on trust by Young Enterprise.

This list is not exhaustive and You must ensure that Participants comply with the law and the terms and conditions imposed by the retailer or manufacturer of the products in question at all times but please note the following:

**Cash:**

The loss of cash is not covered by the insurance policy. Special care should be taken to keep it safe at all times.

**Food and Drink:**

Subject to the manufacturers', retailers' restrictions, Participants can buy and sell on branded foodstuffs (except those requiring refrigeration or other special storage arrangements) as long as the product has an ingredients list and a best before date which is more than three months from the date of sale by the Participant.

Manufacturer's multiple packets can be broken down as long as the wrapping on individual items are marked with best before dates and the manufacturer has not restricted the separate re-sale of a multiple pack product for re-sale (this is usually printed on the packaging).

If Participants are planning any catering activity the Organisation will need to ensure that all relevant environmental health legislation is complied with in the preparation, storage and selling of the food. **This activity is not covered under Young Enterprise's insurance policy.** To check this out further You need to contact local Environmental Health Officers at Your local authority.

**Cosmetics and beauty products:**

Subject to manufacturers', retailers' terms, branded products can be resold as long as they are still in the manufacturers packaging.

If Participants are planning anything that involves reconditioning or use of these products (e.g. making soap or face painting) the Organisation will need to ensure that all relevant legislation is complied with in the preparation, storage and selling of the products. **This activity is not covered under Young Enterprises insurance policy.**

**Car washing:**

This activity is covered by Young Enterprises insurance policy however, extra care should be taken to make sure cars are not damaged during cleaning. Damage



can be caused when a sponge is dropped on the floor, picking up grit which then scratches the paint.

**Travel:**

The Young Enterprise insurance policy does not cover any activity involving travel in any form of transport. If a trip is planned, You will need to check that and arrange appropriate insurance is in place.

**Raffles:**

Raffles are the only form of gambling activity allowed and this should only involve the selling of raffle tickets exclusively within Your Organisation and not to the general public.

**Alcohol and Tobacco:**

The direct selling of these products or setting up of events in which they are sold is not allowed.

**Theft:**

Theft of products purchased by Participants for the Challenge, prior to sale are not covered by Young Enterprise's insurance policy unless from premises involving entry to or exit from by forcible or violent means.

**Further exclusions from Young Enterprise's insurance policy:**

- goods for animal consumption;
- goods for use and/or the repair and maintenance of mechanically propelled vehicles;
- use or selling of acids, gases, explosives, fireworks and chemicals; drugs and pharmaceutical products;
- the manufacture, modification or sale of any product which has to be plugged into the mains electricity supply;
- trading with the U.S.A. or Canada, or any territory under their jurisdiction;
- the cost or value of any product lost or damaged due to defects;
- the direct or indirect costs of repair or replacement of any product;
- losses consequent upon damage to property designed by You or on Your behalf and subsequently sold or transferred to some other party;
- replacing, reinstating, rectifying, recalling, removing, repairing or guaranteeing the performance of Products or making a refund on the price of any Product or damage to the Products themselves.

Any questions about insurance not covered here should be submitted to: [info@fiverchallenge.org.uk](mailto:info@fiverchallenge.org.uk)