

# Aviva Community Fund - Terms and Conditions

**Temporary changes from 30 March 2023:** Aviva has partnered with the WWF (World Wide Fund for Nature) and RSPB (Royal Society for the Protection of Birds) on the Save Our Wild Isles Community Fund. Up to £1 million of additional match funding is available for Projects that are accepted to the Save Our Wild Isles Community Fund. We have made changes to the Aviva Community Fund to support this important initiative. See more information below.

## 1. General

- 1.1. These terms and conditions apply to the Aviva Community Fund in the United Kingdom (which, for the purposes of the Fund, is considered to be England, Wales, Scotland and Northern Ireland) and will govern your participation in the Fund.
- 1.2. The promotor of the Fund is Aviva. Aviva has engaged Crowdfunder to provide services in relation to the Fund, including powering the Fund Webpage. By participating in the Fund, whether as a Project Owner, Backer or User, you confirm that you accept:
  - a) these Aviva Community Fund terms and conditions; and
  - b) Crowdfunder's terms of use (see <https://www.crowdfunder.co.uk/terms-conditions>), and that you agree to comply with them.

If you are a Project Owner participating in the Fund on behalf of an Organisation, you agree that your Organisation will also be bound by these Fund terms and conditions and Crowdfunder's terms of use. If you do not want to be bound (or your Organisation does not want to be bound, if applicable) by the terms and conditions, please do not participate in the Fund.
- 1.3. In the event of inconsistency between these Fund terms and conditions and Crowdfunder's terms of use, these Fund terms and conditions shall prevail.
- 1.4. If there is any reason to believe that there has been a breach of these Fund terms and conditions and Crowdfunder's terms of use, Aviva may, at its sole discretion, exclude any Project Owner, Organisation, Backer or User from participating in the Fund.
- 1.5. Aviva reserves the right to hold void, suspend, cancel or amend the Fund in its sole discretion.
- 1.6. Aviva and Crowdfunder and their agents and employees do not accept any responsibility:
  - a) for verifying the identity of any Project Owner, Backer or User;
  - b) for the content of a Submission or a message to a Project;
  - c) for the Rewards, including the offering or fulfilment of any Rewards;
  - d) for the success of a Project in the Fund, including whether a Project receives funding as a result of participating in the Fund and the value of such funding;

- e) for Pledges to Projects, save that Aviva will be responsible for Aviva Pledges; or
- f) for the management or use of Pledges raised in connection with the Fund by Project Owners or Organisations.

If you have any concerns about the activities of any of the Organisations that fundraise through the Fund, you should raise these with the Organisation in question or, if you have particular concerns, with the relevant regulatory body who has responsibility for the supervision of the Organisation.

- 1.7. While nothing in these terms and conditions will limit the liability of Aviva and Crowdfunder for death or personal injury caused by our negligence or fraud, Aviva and Crowdfunder will not be legally responsible to any Project Owner, Organisation, Backer or User for any losses that were not foreseeable to us or to you at the time of entry to or participation in the Fund or which are caused by a third party.
- 1.8. Aviva may amend these Fund terms and conditions from time to time. Subject to any legal requirements to provide additional notice, changes to these Fund terms and conditions will be communicated through the Fund Webpage.
- 1.9. These Fund terms and conditions are subject to the laws of England and Wales and Project Owners, Organisations, Backers and Users submit to the jurisdiction of the courts of England and Wales.
- 1.10. These Fund terms and conditions were last updated on 2 March 2023. If you have any questions about these terms and conditions, please contact [communityfund@aviva.com](mailto:communityfund@aviva.com).

## 2. Definitions

**“All Or Nothing”** describes one of two funding models available to Projects. More information about this funding model is provided at section 7 (How to fundraise for your Project).

**“Aviva”** means Aviva Central Services UK Limited, registered in England and Wales under company number 03259447, registered office: 8 Surrey Street, Norwich, NR1 3NG.

**“Aviva Pledge”** means Pledges made by Aviva as set out in sections 7.13 and 7.14.

**“Backer”** means an individual who pledges funds to a Project.

**“Crowdfunder”** means Crowdfunder Ltd, registered in England and Wales under company number 07831511, registered office: 5-7 The Crescent, Newquay, TR7 1DT.

**“Eligibility Criteria”** means the criteria set out in section 4 (Eligibility Criteria).

**“Flexible Funding”** (also known as ‘keep what you raise’) describes one of two funding models available to Projects. More information about this funding model is provided at section 7 (How to fundraise for your Project).

**“Forever Funding”** describes Projects that have met their Initial Funding Target by the end of the Fundraising Period and which choose to continue to fundraise on the Crowdfunder webpage indefinitely.

**“Fund”** means the Aviva Community Fund.

**“Fundraising Period”** means the initial period during which Pledges can be made for a Project as set out in section **Error! Reference source not found.**

**“Fund Webpage”** means [www.avivacommunityfund.co.uk](http://www.avivacommunityfund.co.uk)

**“Initial Funding Target”** means the initial target value of Pledges sought by a Project Owner for a Project.

**“Organisation”** means an organisation on behalf of which Projects are submitted to the Fund.

**“Pledge”** means a donation by a Backer or Aviva to a Project.

“**Project**” means a fundraising project submitted to the Fund by a Project Owner.

“**Project Owner**” means an individual who submits a Project to the Fund on behalf of an Organisation.

“**Rewards**” means unique items, services or experiences offered to Backers.

“**Submission**” means the application a Project Owner makes to the Fund, including the description of the Project, its fundraising goals and any other information or material provided to Aviva or Crowdfunder in relation to a Project.

“**Users**” means visitors to the Fund Webpage that are not Project Owners or Backers.

“**You**”, “**your**” means Project Owners, Backers and Users, as appropriate.

“**We**”, “**our**”, “**us**” means Aviva.

### **3. Data protection**

- 3.1. Participation in the Fund, whether as a Project Owner, Backer or User, may involve the processing of your personal data and may involve the processing of personal data of any person referred to in your Submission. It is recommended that you do not include any personal data of any individuals in your Submission without their express consent.
- 3.2. Aviva has engaged Crowdfunder to assist with running and administering the Fund, including powering the Aviva Webpage. Aviva and Crowdfunder are each data controllers. For more information about how Aviva and Crowdfunder process your personal data and your individual rights, please see:

Aviva Community Programme Privacy Notice: <https://www.avivacommunityfund.co.uk/uploads/terms/aviva-community-fund-privacy-policy.pdf>

Crowdfunder Privacy Policy: <https://www.crowdfunder.co.uk/privacy-policy>

### **4. Eligibility Criteria**

- 4.1. Project Owners and Organisations who submit Projects to the Fund, as well as the Projects themselves, must meet the Eligibility Criteria. Aviva and Crowdfunder reserve the right, in their sole discretion, to exclude from the Fund Project Owners and Organisations that do not meet the Eligibility Criteria, or to reject Submissions and Projects that do not meet the Eligibility Criteria, or are incomplete, incomprehensible, false or fraudulent. Aviva and Crowdfunder reserve the right, in their sole discretion, to remove Project Owners, Organisations, Submissions and Projects from the Fund at any point.
- 4.2. Project Owners must be:
  - a) 18 years of age or older;
  - b) resident in the UK;
  - c) an employee, volunteer, trustee, director or officer of the Organisation and have authority from the Organisation to submit the Project on its behalf (you may be required to provide evidence of this authority, such as a letter from the Organisation); and
  - d) using a UK IP address and not using a disposable email address (as determined by Aviva in its sole discretion).
- 4.3. Projects must relate to a key funding area:
  - a) **Financial Wellbeing:** Helping people take control of their wellbeing by giving them the tools to be more

financially independent and ready for anything; or

- b) **Climate Action:** Promoting healthy, thriving communities by preventing, preparing for and protecting against the impacts of climate change.

Notes: Organisations with core missions aligned to these key funding areas can submit Projects to raise funds to cover their usual operational costs.

#### Temporary Change from 30 March 2023: Save Our Wild Isles Community Fund

If your **Climate Action** project is focussed on taking action for nature, you may be eligible to receive additional funding through the Save Our Wild Isles Community Fund. To qualify for this additional funding, your project must demonstrate the following:

1. It will support communities in areas where the need is greatest, specifically areas that are ranked 1 – 5 according to the Index of Multiple Deprivation.

*To check the IMD rank for a local area, see:*

- for [England](#)
- for [Northern Ireland](#)
- for [Scotland](#)
- for [Wales](#)

#### AND

2. It is working towards one of the following outcomes:
  - **Nature restoration** – activity that boosts local biodiversity by protecting or restoring habitats, creating space for nature, connecting green spaces and/or addressing activities that directly impact biodiversity.
  - **Nature connectedness and pro-environmental behaviours** – action that supports greater connection to nature and promotes pro-environmental behaviours at the community level that will benefit nature.
  - **Community cohesion and connection** – nature positive activity that encourages collaboration in the local community by connecting people of diverse backgrounds, generations, and abilities to nature and one another.

See section 7 (How to fundraise for your Project) for information about additional funding.

4.4. Organisations on behalf of which Projects are submitted to the Fund must:

- a) be one of the following types of organisations:
  - i. Charity
  - ii. Charitable Incorporated Organisation (CIO);
  - iii. Community Interest Company (CIC);
  - iv. Company Limited by Guarantee (CLG);
  - v. Community Amateur Sports Club (CASC); or

- vi. Constituted community group.
  - b) be located in the UK;
  - c) have been operating for at least 12 months at the time of the Submission;
  - d) have either i) an annual income no higher than £2,000,000 in the previous financial year or, ii) an average annual income over the previous 3 financial years no higher than £2,000,000, as evidenced by information or documents submitted to the Charity Commission, HMRC, Companies House, or the Financial Conduct Authority, or that are uploaded as part of your application;
  - e) have a UK bank account in that Organisation's name (building society accounts are not acceptable);
  - f) if the Organisation supports children or vulnerable people, have a safeguarding policy;
  - g) if the Organisation employs people, be a living wage employer; and
  - h) have an active board of trustees or directors or management body.
- 4.5. All beneficiaries of Projects must be in the UK.
- 4.6. Projects submitted by, or on behalf of, or in connection with, a religious organisation must have an outcome that is accessible to any person, regardless of their faith or belief.
- 4.7. Projects must not:
- a) be for the benefit of any one individual;
  - b) include any mention of specific individuals, companies, brands or products for promotion purposes;
  - c) 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 or Crowdfunder;
  - d) violate any applicable law or regulation or promote or encourage the violation of any law or regulation;
  - e) 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;
  - f) discriminate unlawfully on the basis of gender, race, religion, creed, national origin, disability, age, sexual orientation, or any other basis prohibited by law;
  - g) promote or speak negatively about any particular faith, 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;
  - h) promote any activities that may be unsafe or dangerous or considered gaming, betting or gambling or relate to raffles, prize draws, games of chance, lotteries or similar activities;
  - i) relate to controversial subject matter or any subject that is contrary to the interests of the Aviva group of companies (including, but not limited to, Projects that present an unacceptable regulatory, reputational or other risk to the Aviva group of companies);
  - j) be used for commercial use or promotion;
  - k) 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
  - l) be raising funds for the purpose of providing beneficiaries with cash grants or vouchers for goods/services.

4.8. Anyone may view Projects on the Fund Webpage and Pledge funds.

## 5. Your responsibilities

5.1. Project Owners and Organisations are responsible for:

- a) applying the funds received through the Fund solely and directly for the purposes of their Project and for no other purposes;
- b) meeting all commitments made in connection with their Project, including, but not limited to, delivering Rewards offered to Backers;
- c) promptly and accurately responding in full and to Aviva's, Crowdfunder's or Backers' satisfaction to all queries, clarifications or requests for information;
- d) complying with all applicable laws and regulations in relation to the Project, the use of Pledges and the fulfilment of Rewards, including data protection and privacy laws;
- e) promptly contacting and working with Backers to reach a mutually satisfactory resolution, which may include refunding Pledges if Organisations are unable to fulfil any of their commitments (including providing any Rewards) or if Organisations will be applying the funds received through the Fund for a purpose that is different to the purpose of their submitted Project;
- f) paying all fees applicable taxes (including income tax and VAT or similar taxes) connected with participating in the Fund, receiving Pledges and offering Rewards;
- g) not taking any action or making any business or other decision in reliance on having their Project made live on the Fund Webpage or on having any funds from Pledges until cleared funds are received into the Organisation's bank account.

5.2. If Project Owners and Organisations wish to apply the funds received through the Fund for a purpose that is different to the purpose of their submitted Project, Project Owners must first seek approval from Aviva (by email to [communityfund@aviva.com](mailto:communityfund@aviva.com)) before proceeding to apply funds to the new purpose. If Aviva approves use of the funds for the new purpose, Project Owners must notify all Backers who have pledged funds to the Project that funds will be used for the new purpose. If any Backer does not want to support the new purpose, Project Owners or Organisations (as appropriate) must refund that Backer's Pledge.

5.3. Projects Owners are expected to complete an online impact assessment form within 12 months of the closure of their Project.

## 6. Fees payable on Pledges

6.1. There is no charge for submitting a Project to the Fund and no fees will be payable if Projects are closed without any payment of Pledges to an Organisation.

6.2. If an Organisation chooses to withdraw Pledges, Crowdfunder will deduct fees from the Pledges before they are transferred to an Organisation as follows:

Pledge type	Transaction Fee
Aviva Pledges	0%
All other Pledges	UK/EU cards: 1.9% + 20p (per pledge) + VAT All other cards: 3.25% + 25p (per pledge) + VAT

- 6.3. These fees are set by Crowdfunder. Any discount on fees that Crowdfunder may offer on its public crowdfunding platform to causes that are not connected with the Fund will not apply to Projects participating in the Fund unless otherwise stated in these Aviva Community Fund terms and conditions.
- 6.4. All fees payable by Organisations on Pledges are subject to Value Added Tax (VAT) at the applicable rate in force from time to time. VAT is assessed on the above fees and not the total Pledges raised by a Project. Organisations are solely responsible for ensuring that they are registered for VAT or similar sales tax as required by the applicable laws of the jurisdiction in which the Organisation is established.
- 6.5. Organisations will receive Pledges in accordance with Crowdfunder's terms of use (see paragraphs B.2.4 and B.2.5 at <https://www.crowdfunder.co.uk/terms-conditions>).

## **7. How to fundraise for your Project**

- 7.1. Up to three (3) Project Submissions can be made on behalf of the same Organisation in any 12 month period, provided each Project is for a different purpose.
- 7.2. A Project's fundraising activities must not include unscheduled attendances at Aviva premises or targeting of Aviva employees or people associated with Aviva employees via social media or other communication channels (unless the Project Owner or Organisation has a genuine, pre-existing relationship with the Aviva employee or any person associated with an Aviva employee).

### **Project submission and review**

- 7.3. To apply to the Fund, a Project Owner must go to the Fund Webpage, register and make their Submission online.
- 7.4. Project Owners must set an Initial Funding Target and choose a funding option .
- a) The maximum Initial Funding Target for any Project is £50,000. Project Owners may set a stretch funding target if the Initial Funding Target is met.
  - b) There are two (2) funding options:
    - i. **"All Or Nothing"** – Organisations will only receive Pledges if the Initial Funding Target is met. All Or Nothing Projects that do not meet the Initial Funding Target by the end of their Fundraising Period will automatically close and all Pledges will be refunded to Backers and Aviva. All Or Nothing Projects that close unsuccessfully may be re-submitted later, but Pledges cannot be transferred from an earlier Project to a later Project.
    - ii. **"Flexible Funding"** (also known as 'keep what you raise') – Organisations will receive all Pledges made, even if the Initial Funding Target is not met. All Rewards must still be fulfilled even if Projects do not reach the Initial Funding Target.
- 7.5. All Submissions and Projects will be reviewed by Crowdfunder to check that the Eligibility Criteria are met. Project Owners will be notified by Crowdfunder by email if their Project has been accepted to participate in the Fund. Submission review may take up to two (2) working days but could take longer depending on the volume of applications to the Fund and/or if Crowdfunder needs to conduct further review (including corresponding with Project Owners directly).
- 7.6. Project Owners will be notified by Crowdfunder by email if their Project is not accepted to participate in the Fund.

Projects that are not accepted cannot continue in the Fund, but Project Owners will receive access to Aviva's educational materials and may continue to separately fundraise on Crowdfunder's main platform.

### **Fundraising**

- 7.7. Crowdfunder will notify Project Owners by email if their Project has been accepted to participate in the Fund and will be made live on the Fund Webpage.
- 7.8. The Fundraising Period for all Projects is six (6) weeks.
- 7.9. Backers and Users can find and view Projects by searching on the Fund Webpage or the Crowdfunder webpage (<https://www.crowdfunder.co.uk/search/projects>).
- 7.10. After the end of their Fundraising Period, Projects may close or Project Owners can choose for their Projects to become Forever Funding on the Crowdfunder webpage. Forever Funding Projects can fundraise on the Crowdfunder webpage indefinitely but cannot receive further Aviva Pledges. Forever Funding Projects will be subject to Crowdfunder's terms of use (see <https://www.crowdfunder.co.uk/terms-conditions>)

### **Aviva Pledges and match funding**

- 7.11. Aviva will provide match funding to all Projects accepted to the Aviva Community Fund during their Fundraising Period:
  - a) All Pledges made by Backers will be matched up to £250. This means that if a Project receives a Pledge of £50, Aviva will donate £50. If a Project receives a Pledge of £500, Aviva will donate £250.
  - b) The maximum value of match funding a Project can receive is **£50,000**.
  - c) Match funding will be given on the first Pledge made to a Project by a Backer.
  - d) All Or Nothing Projects **must** reach their Initial Funding Target by the end of their Fundraising Period to receive match funding.
  - e) Forever Funding Projects are **not eligible** to receive match funding.
  - f) The following Pledges will **not be matched**:
    - i. Pledges made before a Project is accepted to participate in the Fund or after a Project's Fundraising Period ends.
    - ii. Second (2<sup>nd</sup>) and any subsequent (3<sup>rd</sup>, 4<sup>th</sup>, etc) Pledges to the same Project by the same Backer.
    - iii. Pledges made by Organisations to their own Projects
- 7.12. Aviva may choose, in its sole discretion, to provide funding to Projects fundraising on the Fund Webpage by additional mechanisms (for example, Aviva-funded employee donations).

#### **Temporary change from 30 March 2023: Save Our Wild Isles Community Fund**

Projects that are accepted to the Save Our Wild Isles Community Fund will receive 2:1 match funding from Aviva. From 30 March 2023 until £1 million of funding has been allocated, Pledges will be matched at a rate of £2 to every £1 donated. So, if your Project receives a Pledge of £10, Aviva will donate an additional £20. If your Project receives a Pledge of £250, Aviva will donate £500. 2:1 match funding will apply to Pledges of up to **£250**. The maximum value of 2:1 match funding a Project can receive is **£5,000**. The match funding rules in sections

7.11.c) to 7.11.f) will continue to apply.

If your Project is allocated the maximum value of 2:1 match funding (£5,000) and remains within its Fundraising Period, it can continue to participate in the Aviva Community Fund and receive regular match funding from Aviva in accordance with section 7.11 until the end of its Fundraising Period. The total value of all match funding (whether 2:1 or regular match funding) that a Project can receive from Aviva is £50,000.

## **8. Rewards**

- 8.1. Project Owners, and the Organisations they act on behalf of, may offer Rewards in connection with their Project. The offering of Rewards must be in accordance with Crowdfunder's terms of use.
- 8.2. Aviva employees who pledge Aviva funds are **not** entitled to receive Rewards.

## **9. Receiving Pledges**

- 9.1. Fees will be payable on any Pledges withdrawn by Organisations. Crowdfunder will deduct fees before transferring Pledges to Organisations. See section 6 (Fees payable on Pledges) above and paragraphs B.2.4 and B.2.5 of Crowdfunder's terms of use at <https://www.crowdfunder.co.uk/terms-conditions>.
- 9.2. Pledges will be transferred to Organisations after the end of their Fundraising Period in accordance with Crowdfunder's terms of use (see paragraphs B.2.4 and B.2.5 at <https://www.crowdfunder.co.uk/terms-conditions>) (except for All Or Nothing Projects that have not met their Initial Funding Target). All Or Nothing Projects that have not met their Initial Funding Target by the end of their Fundraising Period will automatically close and all Pledges will be refunded to Backers and Aviva.
- 9.3. Pledges will not be transferred to Organisations if Aviva or Crowdfunder (in their sole discretion) reasonably consider that Pledges are not genuine, for example, because Pledges are reasonably likely to be fraudulent or an attempt to manipulate the funds raised by a Project through match funding by Aviva. In such circumstances, (i) the Project may be closed and all Pledges refunded to Backers, (ii) Project Owners and Organisations may be prohibited from participating in the Fund in the future, and (iii) action may be taken to recover Pledges transferred to Organisations. Where appropriate, law enforcement or other relevant authorities may be informed.

## **10. How to sponsor a Project or send a message to a Project**

- 10.1. To sponsor a Project, Backers must go to the Fund Webpage and register.
- 10.2. Backers can browse Projects on the Fund Webpage or find specific Projects by searching on the Fund Webpage or the Crowdfunder webpage (<https://www.crowdfunder.co.uk/search/projects>). Backers can pledge any amount they choose and may elect to receive a Reward (if available). Crowdfunder will need to process a Backer's payment information for this purpose.
- 10.3. Backers and Users may send messages to Projects. Users of the Fund Webpage must first register before they can send messages to Projects.
- 10.4. Aviva and Crowdfunder reserve the right, in their sole discretion, to remove messages to Projects from the Fund Webpage for any reason.

## **11. Intellectual property rights**

- 11.1. In making a Submission to the Fund or sending a message to a Project, you agree to grant to Aviva a non exclusive, worldwide, irrevocable licence to the intellectual property rights in your Submission, message and any other material you provide to us to use in any way we see fit. You also agree to waive any moral rights which you may have in your Submission, message and any other material you provide to us.
- 11.2. You warrant that your Submission, message and any other material you provide to us:
- a) 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;
  - b) is not subject to any conflicting agreements which might restrict how we use your Submissions, messages or any other material you provide to us;
  - c) will not infringe the intellectual property rights of any third party;
  - d) 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 or Crowdfunder's request or your Submission and Project may be removed from the Fund.

## **12. Information about fund recipients and publicity**

- 12.1. Aviva may make information about Organisations that receive funding through the Fund available to indicate that a valid competition took place.
- 12.2. Organisations that receive funding may be asked to participate in publicity or promotion organised by the Aviva Sustainability Team.