

ONE Global Changemaker Awards 2023: Terms and Conditions

Organiser

 These Terms and Conditions ("Terms") apply to The ONE Global Changemaker Awards 2023 ("Awards"), which are organised and promoted by ONE Against Poverty (UK) ("ONE"), a registered charity and part of the global ONE movement that seeks to eradicate extreme poverty and preventable disease, particularly in Africa.

Purpose & Eligibility

- 2. The Awards aim to recognise both members of the public and schools in the United Kingdom who have contributed to the public understanding of international development or raised awareness of international development issues.
- 3. Competition entry is free of charge, and is subject to nomination in accordance with the rules below. Direct applications will not be accepted.
- 4. There are two categories of award: (i) members of the public and (ii) schools.

Nominations - General Rules

- 5. The deadline for nominations is 11:59pm BST on 18 September 2023.
- 6. Nominations for either category may only be submitted by a Member of Parliament or a member of their staff on their behalf ("Nominating MP" or "nominor"). Nominations from anyone else will not be accepted.
- 7. Nominating MPs can submit nominations in either or both categories. There is no limit on the number of nominations that a Nominating MP can make in either category.
- 8. Each nomination must be made using the Competition's official web-based form, and must include the reasons for the nomination. Nominations by any other means will not be accepted.
- 9. In the spirit of Awards that aim to celebrate support for international development, any activity that is party-political cannot be the subject of a nomination.
- 10. ONE reserves the right in its absolute discretion to disqualify any nomination at any time if: (i) the nominor or nominee's conduct is contrary to the spirit or intention of the Competition; (ii) a conflict of interests is found to exist; (iii) the nominor or nominee has breached any of these Terms, or any applicable law, or has infringed the intellectual property rights or any other rights of any other person, or may be considered by their conduct at any time to bring ONE into

disrepute; and/or (iv) any statement in the nomination, or made by the nominor or nominee in connection with a nomination, is found to be untrue.

Nomination of Members of the Public

- 11. Nominations in this category may be of an individual or a group of individuals. All nominees must be resident in the UK at the time of nomination, and <u>may not include</u> any person who is (i) employed by or associated with ONE or its affiliates; (ii) a Member of Parliament, Member of the House of Lords, or a family member of such person; (iii) employed by a Member of Parliament, Member of the House of Lords, or a political party; (iv) employed by a government department, unless the activity for which they are nominated falls outside their role as employee; or (v) under the age of 16 at the time of the nomination.
- 12. Nominations must include contact details of the individual or at least one person in the group being put forward. Nominating MPs are responsible for securing informed consent from nominated individuals to share with ONE: (i) their contact details (name and email address); and (ii) their story and any associated biographical data contained in the nomination; in each case for the reasonable purposes of administering the Competition. MPs must confirm that such consent has been obtained when making the nomination.

Nomination of Schools

- 13. Nominations in this category may be of any primary, secondary or further education establishment ("School") situated in the constituency of the Nominating MP. A nomination <u>may not include</u> a School of which the Nominating MP or one of their family members is a governor, trustee, director, employee or pupil.
- 14. Nominations must include contact details (name, position and email address) of a representative of the School ("School Representative"), who should be someone in a senior position (such as headteacher or deputy headteacher) or the person responsible for the activity for which the School is nominated.
- 15. Nominating MPs are responsible for securing informed consent from the School Representative to share with ONE: (i) their contact details (name, position and email address); and (ii) the School's story contained in the nomination; in each case for the reasonable purposes of administering the Competition. MPs must confirm that such consent has been obtained when making the nomination.
- 16. Nominations of Schools must not contain any personally identifiable information, especially information that could identify a minor.

Nominee Consent

17. Prior to the judging process commencing, ONE will email each nominee (or the School Representative as applicable) to confirm their agreement to have their nomination considered under these Terms. If any nominee or School Representative does not consent to the Terms, or fails to respond within ten days of the initial email, their nomination will not be considered and no further action will be taken.

Judging Process

- 18. All nominations will be considered according to the merit of the nominated activity in accordance with the Competition purpose described above.
- 19. Nominations will be reviewed and shortlisted by ONE staff. The identity of the Nominating MPs will not be disclosed to the staff responsible for the shortlisting.
- 20. The shortlisted nominations will then be judged by a panel convened by ONE. The panel will consist of a cross-party group of Members of Parliament.
- 21. On receipt of the shortlisted nominations, judges must declare any possible conflict of interest with a shortlisted nominee, either personally or professionally. A conflict will be deemed to arise automatically where the shortlisted nominee was nominated by a member of the judging panel. Where any conflict of interest exists, the judge in question may not participate in the judging process. If any non-disclosed conflict is later brought to the attention of ONE, and it is deemed that a conflict is or was in place, that nomination will be disqualified.
- 22. The decision of the judging panel is final and binding. Neither ONE nor the panel is able to enter into correspondence or discussion regarding individual nominations.
- 23. All Awards winners ("Winners") and their Nominating MPs will be informed by ONE after the judging process has concluded. Where a nominee has been unsuccessful, ONE will inform them directly and may also inform their Nominating MP.

Winners

- 24. There shall be up to five winning entries in each category, the actual number being decided by the judging panel in its sole discretion, taking into consideration the number of nominations.
- 25. The prize in each category will be a trophy. No cash prizes or other prizes of value will be awarded. Where a prize is awarded to a group of individuals, ONE may in its sole discretion issue individual medals or tokens to each group member in lieu of a single trophy.
- 26. The judging panel reserves the right to reallocate an award if a Winner either chooses not to accept the award or refuses to allow ONE to publicly identify them as an Awards Winner.
- 27. In the event a Winner is disqualified from the Awards for any reason in accordance with these Terms, the judging panel may (but is not obliged to) select an alternative Winner in the same manner as the original, and such selection will be subject to these Terms.
- 28. ONE will hold an awards ceremony to celebrate the Winners, at a date and in a format to be announced by ONE. All Winners and their nominating MPs will be invited; all other invitations shall be at ONE's sole discretion. It is not a condition of winning that the Winner be willing and available to attend the ceremony (although the terms below relating to publicity shall apply).
- 29. Attendance at the ceremony is at each attendee's own expense, and is subject to separate terms and conditions, which will be made available at registration.

Publicity for Non-Commercial Purposes

- 30. By accepting these Terms, each nominee agrees that ONE has the right, for itself and on behalf of each applicable Nominating MP, to publicise his/her name and the details and stories contained in their nomination, should that nominee be declared a Winner.
- 31. ONE may also contact any Winner to ask for additional material relevant to their nomination, including photos, videos, recordings, biographical data, and other media and information ("Materials"). Winners are *not* obliged to provide any Materials.
- 32. However, where a Winner does provide any Materials, ONE may use them for any purpose, worldwide, in perpetuity without payment, notice or approval, or any liability (to the extent permitted by law) to the Winner, and the Winner agrees that ONE shall be entitled to reproduce, edit, copy, add to, adapt or translate the Materials at its discretion. ONE may make the Materials available on its website, social media and any other platforms, and in print; allow other parties to freely view, share, download and otherwise use the Materials; and otherwise communicate and distribute the Materials in any media, manner or form. The Winner irrevocably waives in favour of ONE, its assignees and licensees all moral rights and performers' rights arising under the laws of any jurisdiction. The Winner also consents to the same terms of use by ONE's promotional partners and third-party marketing entities, but only where such use is on ONE's behalf or in furtherance of ONE's mission. ONE's use is subject to the individual's legal rights to access, seek information about, and correct personal data. ONE also commits to use all Materials solely for non-commercial purposes in furtherance of ONE's mission to eradicate extreme poverty and preventable disease.

Data Privacy

- 33. In order to administer the Awards, ONE needs to process certain personal data of nominors and nominees. ONE shall comply with all applicable data protection legislation in respect of such data.
- 34. By making or consenting to a nomination, nominors and nominees agree to the processing of their personal data in accordance with the Awards Fair Processing Notice, which can be found here.

Miscellaneous

- 35. ONE reserves the right to hold void, cancel, suspend, or amend the Competition where it becomes necessary to do so for reasons outside of ONE's control.
- 36. To the extent permitted by law, ONE will not in any circumstances be liable to compensate nominors or nominees, or accept any liability for any loss or damage arising from or relating to participation in the Competition.
- 37. Unless expressly stated otherwise, these Terms do not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999.
- 38. These Terms shall be governed by and construed in accordance with English law and the courts of England & Wales shall have exclusive jurisdiction.
