

01 March 2024

WIGHTLINK'S GREEN INNOVATION FUND TERMS AND CONDITIONS



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1. The Funder

The Funder is: Wightlink Limited, Gunwharf Terminal, Gunwharf Road, Portsmouth, Hampshire, PO1 2LA ("**Wightlink**").

2. The Funding Opportunity

- 2.1 The title of the opportunity is The Wightlink Green Innovation Fund ("Funding Opportunity").
- 2.2 Wightlink will be granting a total of £10,000 to one or more successful projects which demonstrate a commitment to Sustainable Development on the Isle of Wight ("**Grant**").

3. How to enter

- 3.1 The Funding Opportunity will run from 12pm on 16 February 2024 (the "**Opening Date**") to 12pm on 31 March 2024 (the "**Closing Date**") inclusive.
- 3.2 All Funding Opportunity entries must be received by the Funder at the address set out at condition 1 by no later than 12pm on the Closing Date. All Funding Opportunity entries received after the Closing Date are automatically disqualified.
- 3.3 Entries for the Funding Opportunity can only be submitted using the online entry form at <u>www.wightlink.co.uk/greenfund</u> by the Closing Date.
- 3.4 All entries must be received by the Closing Date, together with all supporting documents.
- 3.5 No purchase necessary and there is no charge to register for use of the website.
- 3.6 The Funder will **not** accept:
 - (a) responsibility for Funding Opportunity entries that are lost, mislaid, damaged or delayed in transit, regardless of cause, including, for example, as a result of any equipment failure, technical malfunction, systems, satellite, network, server, computer hardware or software failure of any kind; or
 - (b) proof of transmission as proof of receipt of entry to the Funding Opportunity.



- 3.7 By submitting a Funding Opportunity entry, you are agreeing to be bound by these terms and conditions.
- 3.8 For help with entries, please see <u>www.wightlink.co.uk/greenfund</u> or email <u>greenfund@wightlink.co.uk</u>.
- 3.9 The Funding Opportunity entries will be judged by a panel of judges based on the projects/organisations that best match the themes featured in Wightlink's Commitment Sustainable Development. The decision of the panel of judges (acting reasonably) will be final.

4. Eligibility

- 4.1 The Funding Opportunity is only open to organisations or groups predominately based on the Isle of Wight. To check eligibility, email *greenfund@wightlink.co.uk*.
- 4.2 The Grant is only available to organisations or groups, it is not available to individuals.
- 4.3 The Grant is only available to organisations or groups which are not-for-profit, including but not limited to community groups, unincorporated associations or charities.
- 4.4 In entering the Funding Opportunity you confirm that you are eligible to do so and eligible to receive the Grant. The Funder may require you to provide proof that you are eligible to enter the Funding Opportunity.
- 4.5 There is a limit of one entry to the Funding Opportunity per organisation or group.

5. The Grant

- 5.1 The Grant amount is a total of £10,000.
- 5.2 The Grant may be split amongst more than one group or organisation, at the Funders discretion.
- 5.3 The Grant may be used for the full funding of a project or part-funding for a specific element of a project.
- 5.4 The Grant will not be awarded for projects which have already been carried out and paid for.



- 5.5 The Grant is not negotiable or transferable.
- 5.6 Applicants will need to demonstrate how they will spend the Grant, quantify the benefits of the Grant to their particular project and show the legacy of their project.
- 5.7 If the Grant is used to fund a physical asset, then the costs of any ongoing maintenance will be covered exclusively by the winner of the Grant.

6. Winners

- 6.1 The decision of the judges nominated by the Funder are final and no correspondence or discussion will be entered into.
- 6.2 The judging panel may wish to discuss any projects directly with the applicants prior to awarding the Grant.
- 6.3 The Funder will contact the winner personally as soon as practicable after the Closing Date, using the telephone number or email address provided with the Funding Opportunity entry.
- 6.4 The Funder reserves the right to visit the winning project at a mutually agreeable time for promotional purposes.
- 6.5 The Funder shall have the right to use and publish any photographs taken by it of the winning project for promotional and marketing purposes.
- 6.6 Details of the winning project may be used in promotional and marketing materials by the Funder.

7. Claiming the Grant

- 7.1 The Funder will make all reasonable efforts to contact the winner. If the winner cannot be contacted or is not available, the Funder reserves the right to offer the Grant to the next eligible entrant.
- 7.2 The Funder does not accept any responsibility if you are not able to take up the Grant.



8. Limitation of liability

Insofar as is permitted by law, the Funder, its agents or distributors will not in any circumstances be responsible or liable to compensate the winner or accept any liability for any loss, damage, personal injury or death occurring as a result of taking up the Grant except where it is caused by the negligence of the Funder, its agents or distributors or that of their employees. Your statutory rights are not affected.

9. Ownership of Funding Opportunity entries and intellectual property rights

- 9.1 All Funding Opportunity entries and any accompanying material submitted to the Funder will become the property of the Funder on receipt and will not be returned.
- 9.2 By submitting your Funding Opportunity entry and any accompanying material, you agree to:
 - (a) assign absolutely to the Funder all your intellectual property rights held in the Funding Opportunity entry with full title guarantee; and
 - (b) waive absolutely all moral rights,

in and to your Funding Opportunity entry and otherwise arising in connection with your entry to which you 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.

10. Data protection and publicity

10.1 The Funder will only process your personal information as set out in the <u>Wightlink Privacy</u> <u>Policy</u>. See also condition 6 with regard to the announcement of winners.

11. General

- 11.1 If there is any reason to believe that there has been a breach of these terms and conditions, the Funder may, at its sole discretion, reserve the right to exclude you from participating in the Funding Opportunity.
- 11.2 The Funder reserves the right to hold void, suspend, cancel, or amend the Funding Opportunity where it becomes necessary to do so.



11.3 These terms and conditions are governed by English law. If any entrants to this Funding Opportunity wish to take court proceedings, then they must do this within the courts in the United Kingdom.