

## UK - One Tap, Big Impact Competition Terms and Conditions 2023

### 1. PROMOTION ORGANISER

The organiser of the *One Tap, Big Impact* Competition (the “Competition”) is PayPal Giving UK, a charity registered with the Charity Commission of England and Wales (number 20205692), and with its Registered Office at Whittaker House, Whittaker Avenue, Richmond TW9 1EH. (“PayPal Giving Fund UK”).

### 2. COMPETITION PERIOD

The Competition begins on 15 July 2023 at 00:00:01 GMT (the “Competition Start Date”) and ends at 11:59:59 GMT on 30 September 2023 (the “Competition End Date”). The Competition Start Date through to the Competition End Date is defined as the “Competition Period”.

### 3. ELIGIBILITY

- a) The Competition is open to UK-registered charities enrolled with PayPal Giving Fund UK (“Eligible Participants”)
- b) Eligible participants must be deemed a small UK charity defined as those charities with an annual turnover of under £1,000,000 (one million pounds) in their financial year ending in 2021 or 2022 subject to the latest financial information available on the [Charity Commission’s website](#) and
- c) Charities must have a PayPal account in order to enrol with PayPal Giving Fund UK (the “PayPal Account”). The PayPal Account must be in good standing, and the account must not be in breach of PayPal’s User Agreement at any time;
- d) Employees (and their families) of PayPal Giving Fund UK and PayPal, their affiliates, subsidiary companies, representatives or agents of those companies and anyone else who may be directly involved with the Competition in a professional capacity are ineligible for the Competition. PayPal is not the sponsor or promoter of the Competition.

### 4. HOW TO PARTICIPATE

In order to participate in the Competition, Eligible Participants must:

- a) register their charity to take part on the competition’s landing page during the period beginning 1 July 2023 00:00:01 (the “Registration Period”) and ending at 11:59:59 GMT on 11 July 2023 at 00:00:01 GMT, and
- b) encourage their supporters to select them as their favourite charity (SFC) on the PayPal app or website during the “Competition Period”

Eligible charities will be notified by email to the address associated with the PPGF profile week commencing 10 July 2023.

### 5. COMPETITION UPDATES

The top four ranking charities will be shared on PayPal Giving Fund’s LinkedIn page every two weeks starting 1 August 2023.

## **6. DETERMINING WINNERS**

The competition winners are the eligible charity in receipt of the first SFC donations up to aggregate amount of twenty thousand pounds £20,000 during the "Competition Period". This opportunity is subject to the eligibility rules governing PayPal's Give at Checkout which are: i) having a UK PayPal account in good standing, and ii) not be in breach of [PayPal's User Agreement](#) at any time. Eligibility criteria must be fulfilled before the eligible charities can be featured on Give at Checkout. The Selected Charities are subject to eligibility verification and compliance with these Terms and Conditions.

## **7 AWARDS**

- a) PayPal Giving Fund UK will match the first donations made on Give at Checkout with Set Favourite Charity during the "Competition Period" to eligible charities to the maximum aggregate amount of twenty thousand pounds (£20,000) (the "Award").
- b) The matched funds will be awarded by PayPal Giving Fund UK to the PayPal account the eligible Charities have used to enrol with PayPal Giving Fund UK. The Awards will be issued to the Selected Charities within a maximum of eight (8) weeks from 30 September 2023. The total retail value of the Awards is a maximum of twenty thousand pounds (£20,000).

## **8 NOTIFICATION**

- a) Registered charities that are eligible will be notified of their participation in the competition by the 15th of July 2023.
- b) The Charities in receipt of matching funds will be notified by email of their selection and the total of matched funds to be awarded to the email address they have registered with PayPal Giving Fund Ireland, by 30 October 2023. Charities shall be responsible for ensuring that the contact details associated with their PayPal Giving Fund Ireland account are up to date and accurate.

## **9 SMALL UK CHARITY DEFINITION**

For the purpose of these Terms and Conditions, a small UK charity is defined as those charities with an annual turnover of under one million pounds (£1,000,000) in their financial year ending in 2021 or 2022.

## **10 LIMITATION OF LIABILITY**

10.1 PayPal Giving Fund UK shall not be liable, in contract or tort (including negligence) or the breach of statutory duty or in any other way, for the loss or damage howsoever arising suffered by any entrant or charity resulting directly or indirectly from this Competition. Nothing in these terms shall limit PayPal Giving Fund UK's liability for death, personal injury or fraud.

10.2 PayPal Giving Fund UK is not responsible for any lost or delayed entries. PayPal Giving Fund UK reminds entrants of the nature and limitations of the Internet and are not responsible for any problems or technical malfunctions of any communications network, online system or computer hardware or software that may affect entry to the Competition.

10.3 Although PayPal Giving Fund UK will use reasonable efforts to ensure that all information relating to the Competition ("Competition Material") is accurate,

10.4 PayPal Giving Fund UK is not responsible for any problems or technical malfunctions of any communications network, online system or computer hardware or software failure that may affect the operation of the Competition or the site, including without limitation the accuracy of any Competition Material.

1.5 ENTRANTS HEREBY RELEASE, INDEMNIFY AND HOLD HARMLESS PAYPAL GIVING FUND UK, THEIR RESPECTIVE PARENT COMPANIES, AFFILIATES, SUBSIDIARIES, DIVISIONS, ADVERTISING AND PROMOTION

AGENCIES AND THEIR RESPECTIVE EMPLOYEES, OFFICERS, DIRECTORS, AGENTS, REPRESENTATIVES AND SHAREHOLDERS (COLLECTIVELY, THE “RELEASEES”) FROM ANY CLAIMS, ACTIONS, LOSSES, LIABILITIES, COSTS AND EXPENSES (INCLUDING BUT NOT LIMITED TO ATTORNEYS’ FEES), LOSS OR DAMAGES OF ANY KIND (COLLECTIVELY, “CLAIMS”), RESULTING FROM PARTICIPATING IN THE COMPETITION OR ANY CLAIMS ARISING FROM THE ACCEPTANCE, POSSESSION, OR USE OR MISUSE OF ANY PRIZE AWARDED OR PARTICIPATION IN ANY PRIZE-RELATED ACTIVITY.

## **11 EXCLUSION FROM PARTICIPATION**

- 11.1 Any attempt to manipulate the Competition is prohibited and will result in exclusion from participation.
- 11.2 If PayPal Giving Fund UK has suspicions or knowledge that any entrant has been involved in any fraudulent or illegal activity, it reserves the right to disqualify that entrant and any related entrants.
- 11.3 PayPal Giving Fund UK reserves the right to disqualify participants who do not comply with these Terms and Conditions or with the [PayPal Giving Fund UK User Agreement or PayPal Giving Fund UK policies](#).

## **12 GENERAL**

- 12.1 Taxes, and all other expenses not specified herein, if any, are the responsibility of the Selected Charities.
- 12.2 By entering, entrants agree to be bound by these Terms and Conditions including all eligibility requirements.
- 12.3 In the event of unforeseen circumstances or circumstances outside PayPal Giving Fund UK’s control, PayPal Giving Fund UK reserve the right to offer an alternative reward of equal or greater value to that of the Award.
- 12.4 PayPal Giving Fund UK reserve the right at any time and from time to time to modify or discontinue, temporarily or permanently, this Competition with or without prior notice due to reasons outside of its control, or in exceptional circumstances.
- 12.5 PayPal Giving Fund UK’s failure to enforce any terms shall not constitute a waiver of such term or any other provision.
- 12.6 By accepting the Award, the Selected Charities consent to the use of their charity name, logo, and entry submission for advertising, publicity and promotional purposes by PayPal Giving Fund UK, in any and all media including but not limited to any online announcements, or for sharing this information with the press for viewing, whether TV or print, throughout the world in perpetuity, without additional compensation, notification or permission, except where prohibited by law.
- 12.7 These Terms and Conditions are governed by the laws of England and Wales. Any disputes arising under or in connection with them shall be subject to the exclusive jurisdiction of the courts of England, subject to any mandatory provisions of local laws.