

TERMS & CONDITIONS

1. Introduction

Please read these Terms & Conditions carefully as entry into the competition is acceptance of these Terms and Conditions. Any entries not complying with these terms and conditions will be void.

1.1 Definitions

The “**Chosen Name**” is the name chosen by a panel of judges to be the name of the bear.

“**The Donation**” is a single sum of £1,000 (one thousand pounds) to be given to the Eligible School attended by the child who made the winning name suggestion.

An “**Eligible School**” is any school that is resident in the United Kingdom AND which teaches children between the ages of 3 and 12 inclusive.

A “**Responsible Adult**” is an appropriate adult, over 18 years old, who can make decisions on behalf of the child centering the Promoter’s competition and is, at the time the child enters, responsible for that child’s welfare.

The “**Runners Up**” are entrants who suggested the Chosen Name but whose entry was not randomly selected as the winner.

2. The Promoter

The Promoter is Ecclesiastical Insurance Office Plc (company registered number 024869), Benefact House, 2000 Pioneer Avenue, Gloucester Business Park, Brockworth, Gloucester, GL3 4AW, who are part of the Benefact Group.

3. The Competition

- 3.1. The competition title is ‘**Name the Bear 2025**’ and is part of a charitable giving programme by the Promoter.
- 3.2. There is one (1) donation of £1,000 (one thousand pounds) to be given to the Eligible School attended by the winning child of the Chosen Name (“**the Donation**”). In addition, the winning child of the Chosen Name will receive one £20 book token.
- 3.3. A panel of judges will select the winning suggestion for the bear’s name (“**the Chosen Name**”) by **31st October 2025** and in accordance with these Terms and Conditions.
- 3.4. **Runners Up** will receive one book token voucher each of a minimum value of £10. However, the respective school(s) of any Runners Up will be ineligible for the Donation or any additional Donation, as applicable.

3.5. The competition is not open to any persons under the age of 3 years old or over the age of 12 years.

4. How to Enter

4.1 Entry into the competition is free. No purchase necessary.

4.2 Entries must be made either via (a) the online entry form available **benefactgroup.com/bear**, (b) on the postcard or (c) on one of the iPads available at the Benefact Group Lounge at the Cheltenham Literature festival **between 10th October 2025 and 25th October 2025**. The **cut-off time for entries is 23:59 on 25th October 2025**.

4.3 The Promoter will accept no responsibility for un-submitted or only partially submitted entries, or which cannot be delivered or entered for any reason. Illegible, ineligible or late entries will be void and will not be accepted. The Promoter accepts no responsibility for any entry which is illegible, ineligible, lost, damaged, destroyed, or incomplete.

4.4 In entering the competition, the **Responsible Adult** signing or submitting the child's entry form confirms that the child is between 3 and 12 years old (inclusive), attends an Eligible School and accepts responsibility for the child's entry. Maximum one entry per child.

4.5 The Promoter may require proof of eligibility. It reserves the right to disqualify an entry if any eligibility criteria are not met, if conduct is contrary to the spirit or the intention of the competition, or if these Terms and Conditions are breached.

4.6 The Promoter accepts no responsibility for any damage to any computer or system in connection with any entry or the competition.

4.7 An Eligible School may enter multiple entries in aggregate but only one per eligible pupil.

5. The Winner

5.1 The Chosen Name will be selected by a panel of judges from the Benefact Group and one independent judge who are not part of the Benefact Group. Details are available on request by email to info@movementforgood.com during the 14 days following the Closing Date.

5.2 The decision of the panel of judges is discretionary, is final, and no correspondence or discussion concerning that decision will be entered into.

5.3 If more than one child submits the Chosen Name, all entries with that name will be entered into a draw and one will be selected at random as the winner. The other submissions of the same name (the "Runners Up") will receive one £10 book token each. However, the respective school(s) of any Runners Up will be ineligible for the Donation.

5.4 The winning child who suggested the Chosen Name and their school **will be notified on or around 7 November 2025** via the respective contact details provided on the entry form. Any Runners Up will be notified on or around 7 November 2025 via the respective contact details provided on the entry form.

5.5 The winner of the Chosen Name and/or the winner's school may be contacted in relation to promotional activity. Subject to obtaining relevant permissions, all entrants and their parents/guardians and respective schools will be asked to participate in any such reasonable publicity of

the Promoter, such as promotion on the Promoter's website and social media platforms or for Public Relations (PR) purposes.

6. The Prizes

- 6.1. The Donation and book tokens are not transferrable or negotiable.
- 6.2. Prize recipients will have **14 days to provide** the information required by the Promoter to make the donation and/or receive the book token(s). If for any reason a recipient cannot be contacted or located within the 14-day time limit despite reasonable efforts, the right to claim the donation and/or receive the book token may be withdrawn by the Promoter. In the event the right to claim is withdrawn, a new winner will be randomly drawn from the pool of Runners Up and a new 14-day time limit will apply to the new winner.
- 6.3. The Donation will be paid directly, either by electronic bank transfer or cheque, to the Eligible School of the child who suggested the Chosen Name following confirmation of its eligibility status. The book token(s) will be sent to the relevant addresses, as provided in Clause 6.2.
- 6.4. The Promoter is not responsible for the inability of the selected Eligible School to take up the Donation or for the inability of the selected child to receive the book token and certificate.

7. Liability

- 7.1. Subject to 7.3 below and the express terms of these terms and conditions, the Promoter shall not have any liability in contract or tort (including negligence) arising out of or in connection with the competition, the Donation, prizes and/or these terms and conditions (including any applicable collateral contracts) for any indirect, special, incidental or consequential loss or damage of any kind, all responsibility for such is excluded (except for that which cannot be excluded by law) by the Promoter.
- 7.2. Subject to 7.1 and 7.3, the Promoter's total liability arising under or in connection with or as a result of these terms and conditions, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall be limited to the value of the Donation and the book tokens awarded.
- 7.3. Nothing in these Terms and Conditions shall exclude or limit any party's liability for:
 - 7.3.1. death or personal injury resulting from negligence,
 - 7.3.2. fraud or fraudulent misrepresentation,
 - 7.3.3. willful or deliberate default, or
 - 7.3.4. any other matter which liability cannot be excluded or limited as a matter of law.
- 7.4. The Promoter accepts no responsibility for any damage, loss, liabilities, injury or disappointment incurred or suffered by anyone as a result of entering the competition.

8. General

- 8.1. The Promoter reserves the right, at any time and from time to time, to modify this competition or to suspend or discontinue it, either temporarily or permanently, with or without prior notice, due to circumstances beyond its control.
- 8.2. This competition and these terms and conditions, including any dispute arising from them, will be governed by English law and the English courts shall have exclusive jurisdiction.
- 8.3. If any court or competent authority finds that any provision of these terms and conditions (or part of any provision) is invalid, illegal or unenforceable, that provision or part-provision will, to the extent required, be deemed to be deleted, and the validity and enforceability of the other provisions of these terms will not be affected.
- 8.4. These Terms and Conditions apply between the Promoter and the Eligible School attended by the child submitting the Chosen Name, and the parent/guardian of the same child. No other person shall have any rights to enforce any of its terms. The Contracts (Rights of Third Parties) Act 1999, as applicable, shall not apply to these terms and, in any event, no third party will have any right to enforce or rely on any provision of these terms.

9. Privacy policy

- 9.1. Your privacy is important to the Promoter and the Benefact Group. The Benefact Group is made up of different legal entities, details of which can be found at <https://benefactgroup.com/our-group/>. The controller in respect of the personal data which the Promoter may hold about you is Ecclesiastical Insurance Office Plc (company registered number 024869) who can be contacted via the Data Protection Officer, at Benefact House, 2000 Pioneer Avenue, Gloucester Business Park, Brockworth, Gloucester, GL3 4AW or by email at compliance@ecclesiastical.com.
- 9.2. Your personal data will be processed in accordance with UK data protection law and solely for the purposes of administering the Promoter's competition. Your data will be deleted as soon as possible after the winner(s) is/are formally notified and at most 1 calendar month from the later of either the date of the judgment or outcome of the competition. You can find the Promoter's general privacy notice at <https://www.ecclesiastical.com/privacy-policy/> and the general privacy notice of Benefact Group at <https://benefactgroup.com/privacy-policy/>, which includes the process for Data Subject Rights.
- 9.3. For the purposes of this competition, the following sub-processors are involved:
 - 9.3.1. Factor 3 Communications Limited, Company No. 03239255:
 - (a) Purpose: Administration of the competition in accordance with these terms and conditions
 - (b) Activities: Collecting the details of the entrants required for the competition