

## PROJECT RISE PRO-BONO PROGRAMME

### OFFICIAL TERMS AND CONDITIONS

These Official Terms and Conditions (“**Terms and Conditions**”) apply to the Project RISE Pro-Bono Programme (the “**Initiative**”) sponsored by Weber Shandwick UK, in partnership with The Black British Business Awards Enterprise Academy (“**BBBA**”).

#### 1. APPLICATION PERIOD.

The Initiative application period commences on Wednesday 7 July, 2021 at 12:00:00 a.m. (midnight) British Summer Time (BST) and closes on Tuesday 31 August, 2021 at 11:59:59 p.m. British Summer Time (BST) (the “**Application Period**”).

#### 2. HOW TO APPLY.

To apply to the Initiative, submit the online application form available at <https://www.thebbawards.com/rise-up-programme> (the “**Application**”) during the Application Period. Applications will be accepted by online entry only. All Application information will be kept confidential. Applicants must fully complete, submit, and upload all information requested in the Application, as directed, before the end of the Application Period in order to be considered for the Initiative. Limit one (1) Application per person/email address/business. All Applications must include a valid email address and phone number for the applicant. Applications that do not comply with these Terms and Conditions and/or are incomplete or inaccurate may not be eligible for consideration. By submitting an Application, applicants represent that the materials submitted are original and have been created by the applicant and/or that all necessary rights have been secured and disclosed in the event they were developed by others.

#### 3. ELIGIBILITY.

- A. To be eligible for the Initiative, applicants and their respective businesses must meet all of the eligibility criteria as set out in the Application:
- B. Employees, officers and directors of Weber Shandwick UK, BBBA, and each of their respective parent companies, subsidiaries, affiliates, partners, advertising and promotion agencies, manufacturers and distributors of promotion materials, and their immediate families (parents, children, siblings, spouse) and members of the same household (whether related or not) of such employees, officers and directors are not eligible to apply to the Initiative.
- C. No purchase or payment of any kind is required to apply to the Initiative. Neither a purchase of Weber Shandwick’s or BBBA’s services nor a payment of any kind to any of the foregoing will improve your chance of selection for the Initiative. This Initiative is subject to all applicable UK laws and regulations and is void where prohibited by law.

#### 4. THE AWARD.

- A. Up to GBP £20,000.00 worth of Weber Shandwick UK’s consultancy time and services will be awarded to each of the five (5) final recipients (the “**Recipients**”), to be used within 12 months for communications services which include but are not exclusive to: media relations, social media, executive communications and creative (the “**Services**”). The final Services are to be directed / confirmed by Weber Shandwick UK. The individual value and nature of the Services will depend on

the application of the selection criteria set forth in Section 5 below, as well as a Recipient's need and business strategy, as the Committee may determine in its sole discretion after consultation with such Recipient. A budget and outline of deliverables will be agreed at the outset of the work commencing, with any additional costs agreed in advance with each Recipient. By applying to the Initiative, applicants agree that, if selected as a Recipient, applicants will use the Services solely for legitimate business purposes.

- B. The Award is non-transferable and non-assignable. No substitutions or cash redemptions are permitted. Weber Shandwick UK reserves the right, in its sole discretion, to increase the value of any Award. If no or an insufficient number of Applications meet the minimum eligibility criteria, some or all of the Awards may not be awarded, or Weber Shandwick UK may increase the value of any awarded Services. Weber Shandwick UK reserves the right, in its sole discretion, to substitute a prize of equal or greater value if the advertised Award becomes unavailable.

## **5. HOW RECIPIENTS ARE DETERMINED.**

- A. Eligible Applications will be reviewed by members of a committee consisting of nine (9) judges, including an internal panel of Weber Shandwick UK employees, one or more BBBA employees and other independent senior communications professionals (the "**Committee**"). The Recipients will be selected from among all eligible applicants based on the following criteria:
  - i. Achievements, business success and potential to scale
  - ii. How well the business was able to articulate their communications problems
  - iii. How engaging the businesses' story/product is based on their applications, referencing concrete examples they give
  - iv. The level of impact the business has had on the industry to-date, referencing concrete and data focused examples they have given
  - v. The extent to which the Judges perceive the business to be an innovator in their specific industry, referencing concrete examples they have given
  - vi. The level of impact the Judges think the business could have on the industry. Could they be game-changing?
- B. Weber Shandwick UK will make all reasonable efforts to contact each Recipient promptly upon selection of each such Recipient. If a Recipient cannot be contacted or is not available, or has not claimed their prize within fifteen (15) business days of the Recipient announcement date or first contact date from Weber Shandwick UK to the Recipient informing the Recipient of their successful application, Weber Shandwick UK reserves the right to offer the relevant Award to the next eligible entrant selected from the correct entries that were received before the Closing Date. If Weber Shandwick UK so elects, potential Recipients may be required to submit to a confidential background check. Such background check may include (but is not limited to) investigation of criminal and sexual offenses, or other arrest or conviction records, and any other factors deemed relevant by Weber Shandwick UK to help ensure that the potential Recipient will not bring Weber Shandwick UK into public dispute, contempt, scandal, or ridicule or reflect unfavorably on Weber Shandwick UK.
- C. For the avoidance of doubt, neither Weber Shandwick nor the Committee are under any obligation to reveal the degree of consideration it may have given any Application, vetting communications

and/or other forms, including, but not limited to, stating any reason for rejection, or to return any Application material to any applicant.

## **6. PRIVACY.**

Any information provided by applicants as part of the Application process or otherwise in connection with the Initiative will be processed in accordance with Weber Shandwick UK's privacy policy, available at <https://www.webershandwick.com/privacy-policy/#content-8>. See also section 7 below with regard to the announcement of winners.

## **7. CONFIDENTIALITY & PUBLICITY.**

- A. All non-public business and financial information applicants provide as part of their Application will be kept confidential. By submitting an Application and participating in the Initiative, applicants acknowledge and agree that, if they are selected as a Recipient, they will not disclose to any person or third party the fact that they were selected until notified by Weber Shandwick UK that such disclosure is permitted or until made public by Weber Shandwick UK. Weber Shandwick UK will coordinate all publicity and press announcements regarding the Initiative and will provide Recipients with as much advance notice of such announcements as reasonably possible. Weber Shandwick UK may refuse any media opportunity in its sole discretion. Applicants agree not to use any of Weber Shandwick UK's trademarks, including, but not limited to, Weber Shandwick UK's and the Initiative's names and logos, or the name and/or likeness of any Weber Shandwick UK employee, without Weber Shandwick UK's prior written approval in each instance. Applicants further agree not to use BBBA's respective trademarks, or the name and/or likeness of any BBBA employee, without the prior written approval of such party in each instance.
- B. By participating in the Initiative, each Recipient agrees to the use by Weber Shandwick UK and/or its designees of its name, image, likeness, logo and/or biography as provided for programming, advertising, publicity and promotional purposes in connection with the Initiative in any and all media, now or hereafter known, worldwide and on the Internet, in perpetuity, without compensation (unless prohibited by law) or additional consents from Recipient or any third party and without prior notice, approval or inspection. Upon request by Weber Shandwick UK, Recipients agree to promptly execute and deliver to Weber Shandwick UK any documents reflecting the foregoing.

## **8. LIMITATION OF LIABILITY.**

- A. Insofar as is permitted by law, Weber Shandwick UK will not in any circumstances be responsible or liable to compensate any Recipient or accept any liability for any loss, damage, personal injury or death occurring as a result of taking up the prize except where it is caused by the negligence of Weber Shandwick UK or that of their employees. Your statutory rights are not affected.
- B. Weber Shandwick UK, the BBBA and each of their respective parent entities, subsidiaries and affiliates, and each of their respective officers, directors, shareholders, employees, agents, insurers, and any and all Internet servers and access provider(s) are not responsible for: any incorrect or inaccurate Application information; human error; technical malfunctions; failures, omission, interruption, deletion, or defect of any telephone network, computer online systems, computer equipment, server providers, or software, including any injury or damage to applicants' or any other

person's computer relating to or resulting from participation in this Initiative; inability to access Weber Shandwick UK's and BBBA's website or Application form; theft, tampering, destruction, or unauthorized access to, or alteration of Applications; transactions that are processed late or incorrectly or are incomplete or lost due to computer or electronic malfunction or traffic congestion on the Internet or at any web site; printing or human or other errors; and any Applications which are late, lost, incomplete, misdirected, stolen, or any combination thereof. Online submission is not considered proof of delivery or receipt. Weber Shandwick UK reserves the right, in its sole discretion, to cancel, terminate, modify or suspend the Award and/or Application form at any time and without notice.

## **9. MISCELLANEOUS.**

- A. By participating in the Initiative, applicants accept and agree to be bound by these Terms and Conditions, including all eligibility requirements. All applicable UK laws and regulations apply. In the event that the Initiative is challenged by any legal or regulatory authority, Weber Shandwick UK reserves the right to discontinue or modify the Initiative. Failure by Weber Shandwick UK to enforce any term of these Terms and Conditions shall not constitute a waiver of that provision. Weber Shandwick UK reserves the right to disqualify any applicant that in its sole judgment violates the letter or the spirit of the Initiative or could reflect negatively on its image and/or reputation.
- B. Applicants represent and warrant that their Application materials:
  - i. Do not contain any computer virus, are otherwise uncorrupted, are wholly original to the applicant and as of the date of submission, are not the subject of any actual or threatened litigation or claim;
  - ii. Do not and will not violate or infringe upon the intellectual property rights or other rights of any third party; and
  - iii. Do not and will not violate any applicable laws, and are not and will not be defamatory or libelous.
- C. All decisions regarding the Initiative's Terms and Conditions, procedures, and processes are at the sole discretion of Weber Shandwick UK.
- D. Except where prohibited by law, as a condition of participating in this Initiative, applicants agree that any and all disputes arising out of or connected with this Initiative, or any Award related thereto shall be governed by the substantive laws of England and Wales. Both parties irrevocably consent to the exclusive jurisdiction of the courts located in England and Wales.
- E. If any provision of these Terms and Conditions is held by any court of competent jurisdiction to be illegal or unenforceable, such provision shall be limited or eliminated to the minimum extent necessary so that these Terms and Conditions otherwise remain in full force and effect and enforceable.

**10. SPONSOR.** Weber Shandwick UK, a trading division of IPG DXTRA (UK) LIMITED, with a registered office address of 135 Bishopsgate, London, EC2M 3TP.