

**BUY BETTER TOGETHER CHALLENGE
TERMS AND CONDITIONS**

17th February 2012

1 INTRODUCTION

- 1.1 Co-operatives UK and the Department for Business, Innovation and Skills (“we”, “us” or “our”) are currently looking to identify new and different models of community buying which generate better quality or price of goods and services for consumers, can be sustained and have the most potential to create social benefits.
- 1.2 The increase in awareness of the benefits of collaborative behaviour has led to a desire to encourage and develop new models of community buying. We are aiming to achieve the following outcomes as a result of this Competition:
- 1.2.1 to build and share learning about:
 - 1.2.1.1 how to set up and run community buying schemes;
 - 1.2.1.2 pitfalls and barriers, and how to overcome them;
 - 1.2.1.3 the success factors and how to incentivise participation in community buying schemes;
 - 1.2.2 to identify new models for community buying that can be scaled and replicated elsewhere;
 - 1.2.3 to raise general awareness of opportunities for community buying for consumer groups and businesses.
- 1.3 The full details of the initiative can found in the Challenge Introduction Document which is available on our website at <http://discuss.bis.gov.uk/buying/> or <http://www.uk.coop/challenge>.

2 DEFINITIONS

“**Application Form**” means the official form on which all entries in the Competition must be made as set out in clause 4.

“**Business Day**” a day (other than a Saturday, Sunday or a public holiday) when banks in London are open for business.

“**Competition**” means the Buy Better Together Challenge the details of which are set out in the Challenge Introduction Document.

“**Entry**” means the Participant’s entry to the Competition by submitting its Application Form together with any associated Material, in accordance with clause 4.

“**Intellectual Property**” any patents, rights to inventions, design rights and registered designs, copyright and related rights, database rights, rights in software, topography rights, trade marks, service marks, trade names and domain names, trade secrets, rights in unpatented know-how, rights of confidence and any other intellectual or industrial property rights of any nature including all applications (or rights to apply) for, and renewals or extensions of such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

“Judge” means the individuals, with suitable qualifications or expertise to be able to evaluate the Material, selected by us in accordance with clause 8.

“Material” means the Application Form and any attachments, supplementary documents and any supporting material in any form of media (including without limitation written information, drawings, specification, calculations, plans, designs, data and other materials).

“Participant” means an individual or group (whether a natural person, or a corporate or unincorporated body (whether or not having separate legal personality) who submits an Application Form with a view to taking part in the Competition.

“Prize” means the cash sum set out in the Challenge Introduction Document which will be awarded to the Participant who has been identified by the Judges as the winner of the Competition.

“Project” means the Participant’s proposals, ideas and solutions in relation to the Competition which form part of the Application Form.

“Stage” means the key stage of the Competition comprising different elements of the evaluation and selection of the Participant’s Entry.

“Challenge Introduction Document” a document setting out the full details of the initiative, available on our website at <http://discuss.bis.gov.uk/buying/> or <http://www.uk.coop/challenge>.

3 ELIGIBILITY

- 3.1 The Competition is open to the Participants:
 - 3.1.1 whose Projects are or will be operating in the UK; and
 - 3.1.2 who are (where the Participant is an individual) aged 18 or over.
- 3.2 Employees of Co-operatives UK and the Department for Business, Innovation and Skills, will not be eligible to participate.
- 3.3 The Competition is open to all sectors, levels of organisation and groups in the UK, in the public, private, co-operative and voluntary and community sector.
- 3.4 By submitting an Application Form, the Participant agrees to be bound by these Terms and Conditions (the **“Terms”**).

4 HOW TO ENTER THE COMPETITION

- 4.1 Participants may enter the Competition by submitting an Application Form electronically via our website at <http://discuss.bis.gov.uk/buying> or <http://www.uk.coop/challenge> or by posting the completed form, which can be downloaded as a PDF version and printed from the above web address, to our office address at Department for Business, Innovation & Skills, 1 Victoria Street, London SW1H 0ET marked for attention of Yetunde Afolabi. The Application Form will be deemed to be submitted when it is received by us.
- 4.2 The Participants are invited to submit their Application Form in respect of one or more of the following challenge themes, which are provided for guidance only (the **“Challenges”**), and the full details of which are set out in the Challenge Introduction Document:
 - 4.2.1 Challenge One:
Project aimed at creating a platform, tool or vehicle to help individuals to come together and form a community buying group.
 - 4.2.2 Challenge Two:
Project aimed at enabling existing or new community groups to develop their purchasing power by working collectively.

4.2.3 Challenge Three:

Project aimed at businesses to empower their employees or consumers to group for community buying.

- 4.3 All Application Forms must be submitted by 19 April 2012 (the “**Closing Date**”).
- 4.4 All Entries must be:
- 4.4.1 legible, typed or written in ink or ballpoint pen, and made on the Application Form available at <http://discuss.bis.gov.uk/buying> or <http://www.uk.coop/challenge>; and
 - 4.4.2 clearly marked with the Participant’s name, address, email address and telephone number, as requested.
- 4.5 Any illegible, mutilated, altered, corrupted or multiple Entry may be disqualified. We reserve the right to reject an Entry which does not comply with clause 4.2 or otherwise meet the criteria set out in the Challenge Introduction Document.
- 4.6 By submitting an Entry to this Competition, the Participant:
- 4.6.1 agrees that we may publish the Participant’s details including its name and town, city or area of residence or operation as stated in the Material, at our discretion, in any format and on any media;
 - 4.6.2 hereby gives us permission to publish any photograph of the Participant and the Project provided to or taken by us, and use such photograph in any publicity material in any form in connection with the Competition, without us having to make payments for use of such photograph;
 - 4.6.3 agrees that it will participate in respect of any publicity that we may reasonably require in connection with the Competition;
 - 4.6.4 agrees that we may share the Material (or any part thereof) with third parties selected by us for the purposes connected with the Competition and publicise the details of the Project and the relating Material.
 - 4.6.5 acknowledges that we will not return any submitted Material.
- 4.7 The Participant is free to withdraw from the Competition at any time and for any reason by giving us notice in writing to the address provided at the clause 4.1.
- 4.8 The Participant must obtain our written approval prior to being involved in any publicity in relation to the Competition (other than any publicity arranged by us) or creation or use of any publicity materials.

5 INTELLECTUAL PROPERTY

- 5.1 The Participant shall retain full ownership of all Intellectual Property in the Entry and the Materials.
- 5.2 With effect from the date of submission of the Application Form, the Participant grants to us an irrevocable, royalty-free, exclusive, worldwide right and licence to use the Participant’s Intellectual Property in the Entry and the Materials in connection with the Competition.
- 5.3 The Participant warrants that:
- 5.3.1 it has full power and authority to carry out the actions contemplated in this Competition, and that its entry into and performance under these Terms will not infringe the rights of any third party or cause it to be in breach of any obligations to a third party;

- 5.3.2 all Materials or information, data and documentation provided by it in connection with the Competition are, to the best of its knowledge, accurate and complete in all material respects, and it is entitled to provide the same to us without recourse to any third party;
- 5.3.3 at the date of submission of the Application Form it is the sole legal and beneficial owner of the Intellectual Property rights in the Material (and where it is not, the relevant permissions and licences have been sought and obtained) and these rights are subsisting and enforceable and nothing has been done to make them invalid;
- 5.3.4 the Material submitted for the purposes of the Competition is and will be its original work, and has not been and will not be copied wholly or substantially from any other project or any other source;
- 5.3.5 without limitation to the foregoing, the Application Form and any Materials do not, so far as it is aware, infringe the rights of any third party and no third party has threatened or, so far as it is aware, is currently threatening proceedings in respect of such infringement.

6 **CONFIDENTIALITY AND DATA PROTECTION**

- 6.1 Where elements of an entry are considered to be commercially sensitive, the Participant should make us aware of this to avoid any inadvertent disclosure. We shall not be held liable for any loss, damage or other expense caused by disclosure of information which is not specifically identified as being commercially sensitive and the Participant shall indemnify us in relation to any claims for such loss, damage or expense.
- 6.2 Each Participant acknowledges that the Department for Business, Innovation and Skills ("BIS"), is subject to the requirements of the Freedom of Information Act 2000 and will, to the extent reasonably required, assist BIS to comply with this legislation in connection with the Competition.
- 6.3 Subject to clause 4.6 and 6.2, each Entry will be treated as confidential..
- 6.4 Any personal information, relating to the Participant (or where the Participant is a group of individuals, each of those members) or any third party provided in an Application Form will be used by us, our agents and advisors for the sole purpose of administering this Competition and in accordance with the Data Protection Act 1998 and our Privacy Policy provided on request.

7 **CRITERIA AND ASSESSMENT**

- 7.1 There are the following Stages to the Competition:
 - 7.1.1 the first Stage is open to the Participants to submit their Entries, which will be assessed by the Judges in accordance with this Clause 7. Judges will interview selected applicants and, if successful, shortlisted for the second Stage of the Competition;
 - 7.1.2 the second Stage includes (without limitation) mentoring, expert support and advice offered, at our sole discretion, to the shortlisted Participants in order to develop their proposed Entries further as part of the Competition.
 - 7.1.3 the third Stage involves panel interviews between the shortlisted applicants and the Judges on their business and project plans they have developed in the second Stage. An Award Ceremony will take place to award the overall winner.
- 7.2 All Entries for the first Stage, irrespective of the Challenge they relate to, will be assessed on the basis of the same point-based assessment criteria (see

- 7.3 To be considered for shortlist to the second Stage of the Competition the Participant must demonstrate that its Project meets all the assessment criteria set out in the Challenge Introduction Document:
- 7.3.1 it represents a model of community buying, defined in the Challenge Introduction Document, in one or more of the Challenges listed in clause 4.2;
 - 7.3.2 Consumer Benefit – demonstrate a sustainable saving in money or provision of better quality products or services or convenience to consumers;
 - 7.3.3 Community Engagement – provide evidence of support from a relevant community, or communities, to participate (this could include a virtual community);
 - 7.3.4 Innovative – will add something new to existing interventions or apply existing interventions in a different way;
 - 7.3.5 Continual Development – are designed to be sustainable and have long lasting impact;
 - 7.3.6 Dissemination – will have potential to be replicated elsewhere;
 - 7.3.7 Social Benefits – For example, will reach groups not yet benefiting from community buying, helping disadvantaged consumers, build individuals' confidence by developing new skills, support social networks by developing relationships and trust or environmental benefits.
- 7.4 Those shortlisted following interview will be asked to develop a more detailed project plan outlining their idea. Finalists will then be invited to talk through their plan with the panel of Judges. Based on the same criteria (outlined in 7.3) an overall winner will be chosen.
- 7.5 The overall winner of the Prize will be selected from the second Stage participants only.
- 7.6 For the duration of the Competition and for the period of one (1) year following the date of the award of the Prize, participants proceeding beyond Stage 1 may be required to provide progress reports from time to time when requested by the organisers of the competition so that the outcomes of the Project can be measured.
- 7.7 All Participants and Projects may be subject to monitoring visits from our representatives throughout the duration of the Competition and, if awarded a Prize, for the period of one (1) year following the date of the award of the Prize. We will endeavour to give at least 48 hours' notice before each monitoring visit.

8 JUDGING

- 8.1 The Judges shall be appointed by us. We shall undertake reasonable checks to ensure that no judge is involved in the assessment of any Competition entry in which that judge has any financial or personal interest (including as an employee, officer, director, contractor or agent of the Participant submitting that Competition entry). However, each Participant agrees that a judge who has such an interest in one or more Competition entries will not be prevented by that interest from being involved in the assessment of Competition entries in which he or she does not have an interest.

- 8.2 The decision of the Judges in respect of the award of the Prize, its nature and conditions of use, shall be a matter for their absolute discretion. Their decision shall be final.
- 8.3 Judges shall have the right, at their discretion, to:
- 8.3.1 change the rules of the Competition while it is running if it appears to them that it would be equitable or appropriate to do so; and/or
 - 8.3.2 postpone the Closing Date so as to extend the time for receipt of Entries in which case there will be an announcement on our website at <http://discuss.bis.gov.uk/buying> or <http://www.uk.coop/challenge> at the first reasonable opportunity.
 - 8.3.3 declare void or request an adjustment of any Entry or the Competition, in its entirety, should they consider that there are no Entries meeting the requirements of the Competition set out in these Terms and the Challenge Introduction Document.
- 8.4 We reserve the right for the Judges to seek independent advice and guidance from such experts as they may consider appropriate.

9 PRIZE AWARDS

- 9.1 As soon as reasonably practicable following the Judges decision, we will inform the winning Participant of the details of the Prize composition and the conditions of its use. The Participant acknowledges that there is only one Prize.
- 9.2 The Buy Better Together Challenge fund is £60 000. This money includes provision for mentoring, support and expenses incurred during the process. The prize will be £15 000.
- 9.3 The Prize may be used only as approved and directed by us. We shall notify you if it reasonably appears to us that you fail to comply with our instructions in all material respects. If you fail to rectify the breach within 5 Business Days of the date of such notice, you shall repay to us immediately upon demand any sums of money we paid to you which have not been used in accordance with our instructions.
- 9.4 We reserve the right to determine the composition of the Prize, the amount of Prize money and/or the type of intangible benefits that may be awarded to a winning Participant, subject to the overall value of the Prize being no less than that set out in the Challenge Introduction Document. No right of appeal is available.
- 9.5 If the winning Projects are submitted by a Participant on behalf of a group, body corporate or unincorporated entity, then the Prize will be paid to the Participant named on the Application Form, who will be responsible for apportioning the Prize amongst the relevant persons. We shall not be required to pay the Prize to any person other than the Participant named on the Application Form, nor shall we be responsible for taking any decision as to the manner or proportion in which the Prize should be shared.
- 9.6 The Prize is non-transferrable. If the Prize or any part of it becomes unavailable for any reason we reserve the right to provide a substitute of equivalent value.
- 9.7 If any winning Participant is unable, for any reason, to accept the Prize, we reserve the right to award the Prize to another Participant.

10 LIMITATION OF LIABILITY

- 10.1 While the information contained in these Terms and the documents referenced herein is believed to be correct at the time of issue, neither we,

- 10.2 Subject to clause 10.3, the Participant acknowledges that in entering this contractual arrangement with us, it relied on its own enquiries and shall have no claim for loss or damage in respect of any representation or statement that is not set out in these Terms. No party shall have claim for innocent or negligent misrepresentation in relation to any statement in these Terms.
- 10.3 Nothing in these Terms shall limit or exclude our liability for death or personal injury caused by our negligence, or the negligence of our employees, agents or subcontractors, or fraud or fraudulent misrepresentation.
- 10.4 Subject to Clause 10.3, we shall under no circumstances whatsoever be liable to the Participant, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, or any indirect or consequential loss arising under or in connection with the Competition.

11 GENERAL

- 11.1 **Force Majeure.** Neither party shall be liable for any delay in performing, or for failure to perform, its obligations under these Terms if the delay or failure results from any cause or circumstance beyond its reasonable control, including any breach or non-performance of these Terms by the other party (“**Force Majeure Event**”), provided the same arises without the fault or negligence of such party. If a Force Majeure Event occurs, the date(s) for performance of the obligation affected shall be postponed for as long as is made necessary by the Force Majeure Event, provided that, if any Force Majeure Event continues for a period of or exceeding three months, either party may terminate its participation in the Competition immediately by written notice to the other party. Each party shall use its reasonable endeavours to minimise the effects of any Force Majeure Event.
- 11.2 **Notices.**
- 11.2.1 Any notice or other communication given to a party under or in connection with the Competition shall be in writing, addressed to us at the address set out in clause 4.1. or to the Participant at the address set out on the Application Form and shall be delivered personally, sent by pre-paid first class post, recorded delivery, commercial courier, fax or e-mail.
- 11.2.2 A notice or other communication shall be deemed to have been received: if delivered personally, when left at the address notified by one party to the other from time to time, if sent by pre-paid first class post or recorded delivery, at 9.00 am on the second Business Day after posting; if delivered by commercial courier, on the date and at the time that the courier’s delivery receipt is signed; or, if sent by fax or e-mail, when it is received by us.
- 11.3 **Severance.**
- 11.3.1 If any court or competent authority finds that any provision of the Terms (or part of any provision) is invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed to be deleted, and the validity and enforceability of the other provisions of the Terms shall not be affected.

- 11.3.2 If any invalid, unenforceable or illegal provision of the Terms would be valid, enforceable and legal if some part of it were deleted, the provision shall apply with the minimum modification necessary to make it legal, valid and enforceable.
- 11.4 **Waiver.** A waiver of any right or remedy under the Terms is only effective if given in writing and shall not be deemed a waiver of any subsequent breach or default. No failure or delay by a party to exercise any right or remedy provided under the Terms or by law shall constitute a waiver of that or any other right or remedy, nor shall it preclude or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that or any other right or remedy.
- 11.5 **Third party rights.** A person who is not a party to the Competition and the Terms shall not have any rights under or in connection with the same.
- 11.6 **Variation.** We reserve the right to vary these Terms from time to time as we see fit in the interests of achieving the outcomes of the Competition. The amended Terms will be published on our website at <http://discuss.bis.gov.uk/buying> or <http://www.uk.coop/challenge>. It is the responsibility of the Participant to check the Terms.
- 11.7 **Governing law and jurisdiction.** The Terms, and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims), shall be governed by, and construed in accordance with, English law, and the parties irrevocably submit to the exclusive jurisdiction of the courts of England and Wales.

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This publication is also available on our website at www.bis.gov.uk

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