

## **Britain's Best Volunteer – terms and conditions.**

1) The competition starts on 01-Feb-2016 and finishes on 28-Mar-2016.

2) The competition is free to enter.

3) There are two stages to the competition:

a) Between 01-Feb-2016 and 19-Feb-2016 it is possible to make a nomination at [www.markeluk.com/britains-best-volunteer](http://www.markeluk.com/britains-best-volunteer) (the "Competition Page") of a volunteer who you believe to be 'Britain's Best' (a "Nomination"). Between 22-Feb-2016 and 26-Feb-2016 the Markel UK ("Markel") judging panel will choose between three and five nominee finalists (the "Shortlist") to proceed to the next stage of the competition. The judging panel will use the following criteria to decide on the Shortlist:

- What impact has the volunteer had on the organisation or its beneficiaries?
- Has the volunteer inspired others? (volunteers, beneficiaries)
- Has the volunteer left a legacy in the organisation?
- Did the volunteer bring something extra to the organisation?
- Did the volunteer use their experience positively in their own life?

In determining the Shortlist, Markel will review any information submitted with a Nomination and any additional information provided to and/or collected by Markel in connection with any nominee between 01-Feb-2016 and 19-Feb-2016. In addition, to be eligible for the Shortlist, a nominee will be required to consent to their participation in the competition in accordance with these terms and conditions. Voting on the Shortlist will open to the public on 29-Feb-2016 on the Competition Page and close on 18-Mar-2016. The winner of the competition will be announced the week commencing 28-Mar-2016.

### **The Nomination Stage:-**

4) There is no limit on the number of Nominations that can be made per person. However, no applications will be accepted by agents or in bulk.

5) Nominations must be UK residents aged 18 or older at the time of entry.

6) Nominations must currently volunteer for at least one small charity or community group (excluding social enterprises) with an income of less than £1m.

7) By submitting a Nomination and in consideration of Markel granting you a right to participate in the competition you agree to grant Markel a perpetual, royalty-free, non-exclusive, sub-licensable right and license to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute and exercise all copyright and publicity rights with respect to your Nomination (or any part

of it) worldwide and/or to incorporate your Nomination (or any part of it) in other works in any media now known or later developed for the full term of any rights that may exist in your Nomination. You agree to waive any moral rights you may have in the Nomination submitted by you. By submitting your Nomination to the competition, you:

a) Warrant that your work is your own original work and that you have the right to make it available for all the purposes specified above; that it does not infringe any law; that it is not obscene or libellous; and that it does not violate the rights of any third party;

b) Agree to indemnify Markel against all legal fees, damages and other expenses that may be incurred as a result of your breach of the above warranty;

c) Agree to waive any moral rights in your work for the purposes of its submission to, and publication by, Markel and the purposes specified above; and

8) Markel will try to credit your Nomination to you when we use it. However, Markel reserves the right not to publish Nominations that are submitted.

#### **The Voting Stage:-**

9) Once the Shortlist has been selected by Markel, any person may vote on the Shortlist via the Competition Page from 29-Feb-2016. Votes are limited to one per IP address and voting will close at 17:00 on 18-Mar-2016. No votes will be accepted by agents or in bulk.

10) Votes will go towards deciding the winner from the Shortlist to be announced on the week commencing 28-Mar-2016. The winner who receives the most votes will be notified within 1 (one) week of such date by email.

#### **The Prize:-**

11) The Prize is a £1000 holiday voucher for the personal use of the winner and a £1250 donation to the charity, or split between up to five charities, of the winner's choice (the "Prize").

12) The Prize is not transferable or exchangeable and is subject to availability. Markel reserves the right in its reasonable discretion to substitute the Prize with a gift, prize or item of equal value.

13) Markel cannot accept any responsibility for any damage, loss, injury, death or disappointment suffered by a nominee, winner, or any party associated with or affected by the competition or competition prizes.

14) All prize affiliations, responsibilities and liabilities of Markel and its partners end the instant the Prize is handed over.

#### **The Runner Up Prize:-**

15) The unsuccessful finalists will each receive an Apple Watch and a £250 donation to the charity, or split between up to five charities, of their choice (the "Runner Up Prize").

16) The Runner Up Prize is not transferable or exchangeable and is subject to availability. Markel reserves the right in its reasonable discretion to substitute the Runner Up Prize with a gift, prize or item of equal value.

17) Markel cannot accept any responsibility for any damage, loss, injury, death or disappointment suffered by a nominee, winner, or any party associated with or affected by the competition or competition prizes.

18) All prize affiliations, responsibilities and liabilities of Markel and its partners end the instant the Runner Up Prize is handed over.

**General:-**

19) This competition is restricted to residents of the United Kingdom, the Channel Islands and the Isle of Man aged 18 years or over, excluding employees of Markel (as defined in section 1159 of the Companies Act 2006), their agents or anyone professionally connected to the competition. Proof of eligibility must be provided on request.

20) The winner must respond in writing by email within 1 (one) week of the email notifying them that they have won in accordance with clause 9 above confirming their intention to claim the Prize. If the winner does not respond to the email within 1 (one) week, the Prize will be forfeited and the Markel judges may re-award the Prize to the finalist with the second highest number of votes. The finalist with the second highest number of votes will receive the Prize in place of their Runner Up Prize and not in addition.

21) Nominees agree to provide reasonable cooperation to Markel and they agree to allow Markel to use their name and/or likeness for advertising and publicity purposes in connection with this competition including but not limited to publication of the winner's name and photograph on Markel's websites.

22) Markel reserves the right to cancel this competition or to alter these terms and conditions at any stage, if deemed necessary in its opinion, and/or if circumstances arise outside of its control.

23) In the event of any dispute regarding these terms and conditions, conduct, results or any other matters relating to this competition, the decision of Markel shall be final and no correspondence or discussion will be entered into. Markel reserves the right in its reasonable discretion: (a) to disqualify any claimant, competitor or nominee whose conduct is contrary to the spirit of the competition and to declare as void any or all of their claims or entries based on such conduct; (b) to declare as void any claims or entries resulting from any printing, production and/or distribution errors (including but not limited to any error(s) in the Markel website and/or other printed materials) or where there has been

error(s) in any aspect of the preparation for or conduct of the competition materially affecting the result of the competition or the number of claimants or the value of claims.

24) Markel does not accept any responsibility for any damage, loss, injury or disappointment suffered by any nominee entering the competition or as a result of accepting any prize.

25) Markel is not responsible for any problems or technical malfunction of any telephone network or lines, computer on-line systems, servers, or providers, computer equipment, software failure of any email or failure of an entry to be received on account of technical problems or traffic congestion on the Internet, telephone lines or at any website, or any combination thereof, including any injury or damage to a nominee's or any other person's computer or mobile telephone related to or resulting from participation or downloading any materials in relation to the competition.

26) To the fullest extent permitted by law (and subject to clause 21 below), Markel hereby excludes all warranties, representations, covenants and liabilities (whether express or implied) relating to this competition and/or the Prize/prize.

27) Nothing in these terms and conditions shall exclude Markel 's liability for: (i) death or personal injury as a result of its negligence; (ii) fraud or fraudulent misrepresentation; or (iii) any liability that cannot be limited or excluded by law.

28) Any personal data submitted by you will be used solely in accordance with current UK data protection legislation and Markel's privacy policy, which can be viewed at:  
[www.markeluk.com/privacy-statement.aspx](http://www.markeluk.com/privacy-statement.aspx)

29) By (a) submitting a Nomination or (b) a nominee consenting to participation in the competition, each in accordance with clause 2 above, entrants will be deemed to have accepted these terms and conditions and to have agreed to be bound by them. Anyone who is found to be in breach of these terms and conditions faces immediate removal from the competition. No correspondence will be entered into in this regard.

30) If any of the provisions of these terms and conditions are held to be invalid or unenforceable in whole or in part that part shall be severed from the remainder of the provisions and the validity of the other provisions and the remainder of the provision in question shall not be affected.

31) This competition is governed by English law and any dispute shall be subject to the exclusive jurisdiction of the English courts.

32) This competition is administered by Markel UK Limited; a company registered in England and Wales with Company No. 02430992 and registered office address at 20 Fenchurch Street, London, EC3M 3AZ.