



For ALL people passionate about place.  
[www.reviveandthrive.co.uk](http://www.reviveandthrive.co.uk)  
[enquiries@reviveandthrive.co.uk](mailto:enquiries@reviveandthrive.co.uk)  
Office No. 0333 012 4285

# Blachere Illumination

## Christmas Light Competition 2016

### Terms and Conditions

#### **Specific headline terms and conditions**

Terms and conditions form must be signed and returned as a mandatory element of the competition

The prize is to win lighting equipment up to a retail, exclusive of VAT, value as advertised and does not include installation or insurance. The prize is supply only and the winners keep the lights for perpetuity.

The winner must be able to verify that the winning prize can be installed and removed afterwards and that all permissions, insurance etc. can be covered. Blachere Illumination and Revive & Thrive hold no responsibility beyond delivery

Blachere Illumination and Revive & Thrive accept no responsibility for any element of the competition beyond the application, judging, shortlisting, fairness and openness and awarding the prize.

The winning applicant owns the lights which can be used as the winner chooses for 2016 and all future years.

Blachere Illumination and Revive & Thrive may without prior notice make minor adjustments to the fine detail of this competition as a list of FAQs grow. Updates will be provided to [members](#) of Revive & Thrive and those who have emailed [blachere@reviveandthrive.co.uk](mailto:blachere@reviveandthrive.co.uk) to register their intent to apply. In any event, it is recommended that all applicants revisit the [Christmas Light Competition's web page](#) for any changes prior to submitting an application.

Blachere Illumination will deliver the lights free of charge to anywhere on the UK mainland.

It is **not** essential that applicants have to be a member of any group owned by Revive & Thrive.

#### **Full terms and conditions:**

1. During the period of the application we will act in a fair and open manner without distinction as to race, religion, age, gender, sexual orientation or disability, and in compliance with relevant legislation
2. We will get your written agreement before making any changes to your application or to its aims, structure, delivery, outcomes, duration or ownership
3. For the purposes of this document and the competition, a winning applicant is an application that came in the top 10 *and* attended the final event in Colchester 29/30<sup>th</sup> October 2016.





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4. The winning applicants will acknowledge the prize award publicly as appropriate and as practical. The winner will also follow all relevant and appropriate branding and publicity guidelines at all times. The winners will acknowledge the individual businesses support in any published documents that refer to the project, including any advertisements, accounts and public annual reports, or in written or spoken public presentations about the project
5. The winning applicants will advise promptly about any changes to information they have provided and will make sure that the information they hold is always true and up to date
6. In both parties' management of all personal information we will meet the requirements of the Data Protection Act 1998. Both parties will notify each other immediately if any key contacts change
7. If the winning project involves work with children, young people or vulnerable adults ("vulnerable people"), we will take all reasonable steps to ensure their safety. We will obtain the written agreement from the legal carer or guardian before having any direct contact with any vulnerable person. We will have and carry out an appropriate written policy and set of procedures in place at all times to safeguard vulnerable people, which will include obtaining appropriate disclosure checks for all employees, volunteers, trustees or contractors who will supervise, care for or otherwise have significant direct contact with vulnerable people
8. If the winning applicant is a charity, they will register with the appropriate bodies if the prize creates income that goes over their minimum exemption figure
9. Both parties will maintain adequate insurance at all times and if asked, will supply copies of confirmation if requested. This includes all appropriate insurance for any activities either party provides and employee and public liability insurance
10. Revive & Thrive Ltd, its subsidiaries and Blachere Illumination have the right to reproduce any of the application or subsequent information supplied by applicants for any purpose as they see fit without any right of a claim by the applicant in respect of copyright

**B. Specific Conditions:**

11. The applicant must decide on the value and relevance of the prize package to their community prior to entering the Blachere Christmas Light Competition process
12. The applicant must ensure that they are able to accept the prize on behalf of their town prior to commencing the application process
13. Blachere Illumination and Revive & Thrive Ltd, its subsidiaries, its Business Group and Partnership cannot and will not be held responsible for any time taken or any form of expenses that the applicant might incur





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14. Compensation will not be offered in any form for anything relating to the Blachere Christmas Light Competition by Revive & Thrive Ltd or Blachere Illuminations or anyone associated with the companies
15. Any applicants will be advised on the benefits of sharing their projects with other towns and cities post application. Permission will be sought from the applicant prior to sharing through any of the Revive & Thrive or Blachere Illuminations outlets or 3<sup>rd</sup> party media outlets
16. All expenses with regard to the application and any short listing process will be the responsibility of the applicant
17. The prize package must be claimed and fully delivered within six-months of the award and at a time to suit Blachere Illumination
18. The prize package depends on the application submission and Blachere Illumination and Revive & Thrive Ltd is not obligated to deliver a prize to match the application submission's vision
29. No cash alternative is available
20. The winner does not need to accept the complete prize though no substitution will be available
21. If the winner asks for any element of the prize to be altered, amended, replaced or modified in anyway this will be at Blachere Illumination's discretion. This decision will have no impact on Revive & Thrive Ltd and the company cannot be implicated in any way
22. The winning applicant may nominate people, businesses and organisation involved in their winning project to accept the prize on their behalf
23. The prize package will only be delivered where it is safe and legal to do so. This will be considered during the short listing process. If it is considered that the prize is not relevant or will not bring any benefit to the application, it will not be short-listed
24. The judging panel will be assembled and publicised ahead of the final submission date and will include impartial third party judges.
25. Applicants may approach anyone associated with Blachere Illumination and Revive & Thrive Ltd during the application process for guidance. This guidance will always be impartial and will not improve chances of winning. It will however offer steering of the application in the right direction so that there is assured benefit to the applicant of entering the process even if they are unsuccessful. The judging panel will ensure impartial scrutinising of the applications



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26. The winning applicant will support all actions to measure the success of the winning prize
27. The winning applicants will at all times create opportunities to promote the prize and the positive outcomes that have been delivered
28. The winning applicant must support and facilitate all elements of the prize that they have elected to accept
29. If the winning applicant chooses to not use any element of the winning prize in the town all tools and/or equipment must be returned to Blachere Illuminations immediately and at the winning applicant's expense
30. All elements of the prize must be used in accordance with the winning application
31. The winning applicant agrees for all elements of the process and prize award to be shared and documented

**C. Monitoring:**

32. All parties should monitor the success of the installation and share feedback for promotional purposes
33. The winning applicant will update Blachere Illumination and Revive & Thrive on progress of the project on request and will send any further information as requested from time to time about the project and its activities, footfall figures (if appropriate) and other beneficiaries. This information may be used to monitor, evaluate and/or publicise the project
34. The winning applicant will fully write a brief document summarising the outcomes for the local community from winning the competition. This will be promoted through all outlets available to Blachere Illumination and Revive & Thrive Ltd and its subsidiaries
35. The winning applicant will advise Blachere Illumination and Revive & Thrive Ltd immediately in writing of anything that significantly delays, threatens or makes unlikely the project's completion
36. Both parties will inform immediately if there is to be any significant variation to or decrease in the project outcomes
37. Both parties may share information about our winning project and its prize with any parties of your choice as well as with members of the public who make a request for information under the Freedom of Information Act 2000. Details of the project may be broadcast on television, on your website, in newspapers and through other media





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38. Blachere Illumination and Revive & Thrive Ltd accept no liability for any consequences, whether direct or indirect, that may come about from our running the project, the use of the prize or from a withdrawal of the prize for any reasons

39. Blachere Illumination may withdraw the prize, in any of the following circumstances if:

1. The applicant fails to meet any of these terms and conditions, or the terms and conditions attached to any other grants from you for which a Grant Agreement is still in force;
2. The applicant completed the application form dishonestly or significantly incorrectly or misleadingly;
3. The applicant or any other person or organisation operating on behalf of the applicant gave any significantly misleading or inaccurate information, whether deliberate or accidental, during the application process, or during any element of the Blachere Christmas Light Competition
4. Members of the applicant's governing body, volunteers or staff act at any time during the project dishonestly or negligently or in any way, directly or indirectly, to Blachere Illumination or Revive & Thrive's detriment or to the detriment of anyone associated with Blachere Illumination and Revive & Thrive or the project or to the detriment of any parties reputation;
5. The winning applicants, members of its governing body, employees or volunteers are subject to an investigation or formal enquiry by the Police, Charity Commission, HM Revenue and Customs or other regulatory body;
6. Enters into any local projects without prior written consent that might impact on the ability for the winning application to be a success locally;
7. There is a significant change of purpose, ownership or recipient, either during the project or within a reasonable period after its completion, so that you judge that the grant is unlikely to fulfil the purpose for which you made it;
8. At any stage of the application process or during the period of the Competition the applicant does not share information that would affect our decision to award, continue or withdraw all or part of the prize;
9. Any party becomes legally ineligible to support the project or the prize award;
10. If Blachere Illumination or Revive & Thrive Ltd has reasonable grounds to believe that it is necessary to protect public money.



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Blachere Illumination have the right to impose additional terms and conditions on the prize or application process at any time if:

- Any applicant breaches the terms of the Competition;
- Revive & Thrive Ltd or Blachere Illumination judge that members of the governing body, volunteers or staff or any person or organisation closely involved in the application process act in a way that may have a detrimental effect on the project or on the reputation of Revive & Thrive Ltd or Blachere Illumination in any respect
- Revive & Thrive Ltd and Blachere Illumination believe such conditions are necessary or desirable to make sure that the project is delivered as set out in our application or following any agreed changes

Good luck and contact [blachere@reviveandthrive.co.uk](mailto:blachere@reviveandthrive.co.uk) or call 0333 012 4285 if you have any further enquiries

I have read and fully understand the terms and conditions. I am also aware that my application will not be considered without signing and returning this form.

Name.....

Signature.....

Date.....

Name of organisation the application is on behalf of.....

End

