

THE BUILDBASE £50K COMMUNITY CLUB AWARD TERMS & CONDITIONS

1. These terms and conditions (“**Terms and Conditions**”) apply to The Buildbase £50K Community Club Award (the “**Competition**”).
2. The Promoter is Grafton Merchanting GB, (company number 4725313) whose registered office is at Boundary House, 2 Wythall Green Way, Wythall, Birmingham, B47 6LW. Trading as Buildbase, Hirebase and Electricbase which are trading names of Grafton Merchanting GB (the “Promoter” or “Buildbase”);

Entry and Criteria

1. The Buildbase £50K Community Club Award aims to help clubs become more financially sustainable and play a bigger role in their local community by providing investment into their general facilities. The Buildbase £50K Community Club Award will give two product bursaries to one The Buildbase FA Trophy Clubs & one The Buildbase Vase Clubs across one application and pitch Round. Each Club will receive up to £25,000 (excluding VAT) in building materials. Additional background details to this Competition as well as the Application Form can be found by visiting <https://www.buildbase.co.uk/fa-title-sponsorship>
2. The Competition is open to The Buildbase FA Trophy and The Buildbase FA Vase participating football clubs (each entering club being a “**Club**”). For further details of the participating leagues please see (www.thefa.com/competitions/fa-trophy & www.thefa.com/competitions/fa-vase)
3. Entry into this Competition is dependent on acceptance of and agreement to the specific rules of entry in full, as set out in these Terms and Conditions and other documents referenced herein. By entering the Competition, the Entrant is confirming acceptance of these Terms and Conditions by both the Entrant and the Club they represent.
4. Entrants on behalf of the Club must be aged 18 years or over on the date they submit the entry. The opening date for the Round One entry is 8am on 7/01/2021 and the closing date is 11:59pm on 28/03/2021 (the “**Competition Period**”). Entries received before, after or between the Competition Periods will not be processed or entered into the Competition. For the avoidance of doubt, “received” is defined as applications completed in full and accepted by The Buildbase web based delivery system and receipt of supporting documentation at the address detailed in paragraph 6 below, as applicable. Buildbase does not accept responsibility for any entries which are lost, delayed, and incomplete or otherwise not received, are corrupted or cannot be entered for technical or any other reason. Incomplete or illegible entries or those not in accordance with the entry instructions and these Terms and Conditions become invalid. Buildbase has no obligation to inform Entrants of any invalid entries. Proof of transmission or electronic delivery/proof of posting will not be deemed to be proof of entry.

5. Internet access is required to access the Application Form. To enter the Competition and become an Entrant ('Entrant'), the Club complete the application form and comply with the eligibility criteria at Appendix 1. The completed Application Form and supporting documentation can be submitted via the Buildbase website <https://www.buildbase.co.uk/fa-title-sponsorship> the "**Website**"). No other form of entry is permitted for the Competition; entries through any other method will be invalid and will not be considered. For the avoidance of doubt, any costs incurred in putting together the application, e.g. costs incurred in preparing business plans or designs, shall be the responsibility of the entering Club and shall not be reimbursed by The FA or Buildbase in any circumstances.
6. Clubs must ensure that they submit the supporting documentation detailed in Appendix 1 of these Terms and Conditions online when completing the application form. The eligibility criteria has been considered and formulated in conjunction with a carefully selected panel of industry professionals which includes representatives from The FA and Buildbase (the "**Panel**").
7. Only one entry per Club is permitted irrespective of the number of teams or sub divisions that the Club may have. Any Clubs which have previously been awarded the Club Product Bursary are not eligible to apply.
8. All Clubs entering the Competition confirm, by entering into the Competition, that they have the right to submit any materials provided (including photographs and other supporting materials) as part of the entry into the Competition in accordance with these Terms and Conditions, and that The FA or Buildbase may use any aspect of their entry for any reason (including but not limited to publicity and promotional purposes) without the need to seek permission from the Entrant or Club and without any payment. Entrants automatically grant The FA and Buildbase the right to use such material for purposes such as PR and other publicity as appropriate in the reasonable opinion of The FA and Buildbase. All Entrants into the Competition waive any moral rights they may have in relation to their entry.

Prizes & Selection

Club Product Bursary

9. There are two product bursaries to be won in total (each a "**Club Product Bursary**").

One Club Product Bursary to a The Buildbase FA Trophy Club and One Club Product Bursary to a The Buildbase FA Vase Club

Each Club will receive up to £25,000 (excluding VAT) in building materials. Further details in respect of **The Buildbase FA Trophy** Clubs and **The Buildbase FA Vase** Clubs are available (<http://www.thefa.com/competitions/fa-trophy> & <http://www.thefa.com/competitions/fa-vase>) Each Club Product Bursary, if won, must be used for the purpose detailed on the

Application Form submitted on behalf of the Club in accordance with these Terms and Conditions.

10. The Club Product Bursary is in the form of selected materials across; Building Materials, Timber, Landscaping, Plastics & Drainage, Insulation & Plasterboard, Kitchens & Bathrooms, Plumbing & Heating, Roofing, Painting & Decorating, Electrical & Lighting and Tool & Equipment Hire. Products are strictly subject to availability. For products unavailable, alternatives will be recommended.
11. Buildbase will support the project type with fit for purpose product.
12. Stock will be to the maximum value of the bursary value awarded (excluding VAT) and no more with the value of the stock based on the recommended manufacturers selling price.
13. The Club will be allocated a direct representative at Buildbase to support the Club's projects. The Club is required to order all products through the Buildbase representative.
14. The Club Product Bursary is available to for the Club's use within a period of 12 months from the date which the club is advised that the Club Product Bursary has been awarded. Club Product Bursary towards projects undertaken by the Club which falls outside of the 12-month timeframe must be agreed in writing with Buildbase 4 months in advance.
15. Within the locality of the Club depending on product availability at the local branch for the project type, we will source and deliver product to the Club for the project. Delivery of stock to the Club out of the area (20 mile plus radius away from the local Buildbase branch to the local Club) will be at the Club's own transport costs.
16. Any advice that is given to the Club with regard to the Club Project Bursary will be limited to product provision and product price.
17. The Promoter accepts no responsibility for any costs associated with the Club Product Bursary and not specifically included in the Club Product Bursary; expenses which are not specifically stated to be included in the Club Product Bursary are not included in the Club Product Bursary and shall be for the Club's own account. For example: unless otherwise stated, the Club will be responsible for arranging and providing their own means of transportation to and from any Club Product Bursary venue.
18. The Promoter retains the right to substitute any part or all of the Club Product Bursary or individual Product(s) with another product(s) of similar value in the event the original Product(s) offered is not available.
19. All entries received will be assessed against the eligibility criteria detailed in Appendix 1 of these Terms and Conditions. All applications are considered at Buildbase and The FA discretion.
20. All eligible entries will be reviewed on a fair and consistent basis and will be scored by the Panel in accordance with a scoring matrix (Appendix 2) which can be sent upon request by emailing Facilitiesinfo@thefa.com. A short list will be compiled based on the highest scores in

accordance with the scoring matrix and no less than 2 Clubs will be shortlisted per **The Buildbase FA Trophy and The Buildbase FA Vase**. In the event of a tie, the Panel and/or The FA/Buildbase shall contact the relevant Clubs for additional information and shall determine which Club shall be shortlisted on the basis of such information (and such decision is final).

21. From eligible entries (Appendix 1), one Club will be shortlisted based on public support. After submitting an application meeting the criteria in Appendix 1, Clubs will have the opportunity to gain votes via the Buildbase **Website**. The Club with the most votes after the closing date of the **Competition Period** will be shortlisted.
22. Shortlisted Clubs will be invited to send a maximum of 3 suitable representatives on behalf of the Club (who shall be no less than 25 years old) for an interview at a venue to be confirmed by the Promoter.
23. The date and time for the interview will be set by the Promoter, and are subject to change. Each Club will be given not less than 2 weeks' notice of the date and time selected for their interview. Consideration for the Club Product Bursary shall be conditional upon attendance at such interview should a Club be shortlisted. Where shortlisted Clubs are unable to send a suitable representative in accordance with paragraph 20 above on the required date for interview, The FA and Buildbase reserves the right to select an alternative Club for the shortlist.
24. All Clubs interviewed will be required to undergo due diligence and audit of their Application Form and supporting documents. The criteria for selection at this stage will include, but is not limited to, best value, sustainability and the quality of the answers received during the interview. Any Club found to have answered any questions, either in part or in full, incorrectly or untruthfully will be disqualified from the Competition. At this stage, The FA and Buildbase reserves the right to select another Club for the shortlist entirely at its discretion.
25. The Club shall be responsible for all costs of travel and accommodation in connection with the attendance at any interview.
26. By attendance at the interview, the Club agrees to participate in publicity relating to the Club Product Bursary without further consent or payment. Such publicity may include, without limitation, the Club and representatives name and/or images, statements made by them concerning the Club Product Bursary and photographs or video of the Entrants or their guests taken as part of the Club Product Bursary.
27. The Panel will select 2 winners from the shortlisted entries, one winner from **The Buildbase FA Trophy** and one winner from **The Buildbase FA Vase**. Winners will receive a telephone and written confirmation of their win from Buildbase by no later than three weeks following the interview. The winners may also be announced on The FA and Buildbase websites, social media and email.
28. Distribution of a Club Product Bursary or any part thereof shall be subject to criteria set from time to time by Buildbase (acting reasonably) which may include (but shall not be limited to)

production of invoices, purchase orders or proof of costs and such supporting evidence or additional information by the Club as may be reasonably required by Buildbase.

General

29. Buildbase cannot guarantee continuous, uninterrupted or secure access to the Website or the Facebook or Twitter Pages.
30. The FA and Buildbase will not return any photographs or other supporting materials submitted as part of any application to Entrants.
31. No correspondence will be entered into by The FA or Buildbase regarding any aspect of the Competition including the Competition structure or assessment formula, the choice of winners or any specific matters arising from entry or this Competition. For a period of 3 months following the award of the prizes of the Competition a full list of the winning Clubs can be requested by sending a stamped, self-addressed envelope to: The FA at PO Box 1966 London SW1P 9EQ FAO Mark Pover. Please do not send any other correspondence to this address.
32. Buildbase has arranged this Competition in good faith. However, neither The FA nor Buildbase accepts any responsibility for any damage, loss, liabilities, injury or disappointment incurred or suffered by any Entrant or Club as a result of entering the Competition, not being able to enter into the Competition or accepting any Club Product Bursary, whether a direct or indirect loss and notwithstanding the fact that it is reasonably foreseeable. The FA and Buildbase further disclaims liability for any injury or damage to your or any other person's computer or IT systems relating to or resulting from participation in or downloading of any materials in connection with the Competition. In addition, The FA and Buildbase will not be held liable to any Entrants for any fraud committed by any third party nor in respect of an event beyond their control. Notwithstanding the above, nothing shall exclude the liability of The FA or Buildbase for fraud or for death or personal injury as a result of that party's negligence, or for any other liability which cannot be excluded or limited by law.
33. The Club Product Bursary are strictly non-exchangeable, non-transferable (including to any other Club or individual/s), and not redeemable for cash or other prizes (in whole or in part). The Club Product Bursary must be used solely for the purposes of the project detailed in the Club's Application Form. In the event of unforeseen circumstances or circumstances outside Buildbase's control, Buildbase reserves the right to offer an alternative award, prize or bursary of equal or greater value. Buildbase and The FA accepts no responsibility for any costs associated with any Club Product Bursary which are not specifically included in that Club Product Bursary.
34. In the event that any of the Competition winners are unable to take up the Club Product Bursary for any reason within a period of 12 months being advised that the Club Product Bursary has been awarded then Buildbase and The FA reserves the right to award such grant to an alternative winner. Under such circumstances the original winner will not be eligible for any part of the Club Product Bursary whatsoever.
35. The Club Product Bursary is available to for the Club's use within a period of 12 months from the date which the club is advised that the Club Product Bursary has been awarded.

36. The winners agree to allow reasonable access to their Club to The FA, Buildbase and their associates throughout the duration of the Club's project and for a minimum period of 18 months thereafter for the purpose of viewing, marketing and ongoing publicity upon giving reasonable notice of their attendance.
37. In addition to paragraph 26, the winners agree to cooperate fully with the reasonable requirements of The FA and Buildbase in terms of a likely and significant requirement for photographs, reports, interviews and publicity relating to the Competition win including the publishing of the details of their project on the Facebook, Twitter, Instagram, LinkedIn and Buildbase Blog Pages with no further recompense.
38. Entrants agree that their personal information and the information relating to their Club will be used for the purposes of administering the Competition by The FA, Buildbase and in connection with any PR and other publicity relating to the Competition with no further recompense. Please note that in processing the information in this way The FA and Buildbase may disclose the information to other companies in its group or to third parties employed by them. The FA and Buildbase may also process information in accordance with The FA's Privacy Policy at: www.thefa.com/public/privacy and Buildbase's Privacy Policy at: www.buildbase.co.uk/info-privacy-guarantee-4, which you are deemed to accept when entering the Competition.
39. Failure to comply with any of these Terms and Conditions may result in the disqualification of an entry and The FA or Buildbase reserves the right to disqualify any entry at its absolute discretion and at any time for such a failure. The FA or Buildbase reserve the right to disqualify any Entrant or Club it believes not to be participating within the spirit of the Competition or that it suspects of participating in fraudulent or dishonest activity. The FA or Buildbase reserve the right to use their discretion in all respects and to enforce any penalty or sanction they deem appropriate. The FA may also disqualify any Club or disallow any entry to a Club in the event that the relevant Club or any person associated with it is engaging or has engaged in any conduct, act or omission which, in the reasonable opinion of The FA, is has or is likely to bring the Club, The FA and its related companies or any of their commercial partners including Buildbase, or the game of football into disrepute. Any such disqualification following the award of a Club Product Bursary shall result in the full amount of such Club Product Bursary immediately repayable by the relevant Club.
40. The FA and Buildbase's decision is final.
41. Buildbase reserves the right at any time and from time to time to modify, suspend, cancel, postpone or terminate this Competition as necessary with or without giving advance notice due to reasons outside its control, including if it cannot guarantee that the Competition can be carried out fairly be it for technical or any other reason, or to amend these Terms and Conditions at any time.
42. All successful Clubs that enter agree to promote The Competition and use the promotion materials that will be produced following the guidance notes that will be provided.

43. These Competition Terms and Conditions are without prejudice to any FA rules or regulations that apply to the Clubs or The Buildbase FA Trophy and The Buildbase FA Vase competitions.
44. For more information in respect of the applications process only please email Facilitiesinfo@thefa.com.
45. These terms and conditions are governed by the laws of England and Wales. Any disputes arising under or in connection with them shall be subject to the exclusive jurisdiction of the courts of England.

Promoter means Buildbase

Buildbase means whose registered office is at: Grafton Merchanting GB, Boundary House, 2 Wythall Green Way, Wythall, Birmingham, B47 6LW

The FA means The Football Association Limited whose registered office is at Wembley Stadium, Wembley, London HA9 0WS.