

Starbucks Cheer for Good 2017

1. Effective Date 29th November 2017

2. Background

This Agreement is entered into to comply with the Act and the Regulations.

3. Definitions

In this Agreement the following words and phrases shall have the following meanings, unless the context otherwise requires:

‘Neighbourly’ – neighbourly.com, the social network managing the campaign

‘the Act’ – the Charities Act 1992

‘the Regulations’ – the Charitable Institutions (Fund-Raising) Regulations 1994

4. Project

Starbucks Cheer for Good

5. Full terms and conditions

- a) 210 Charities will be chosen from across Great Britain, of which subject to the terms and conditions herein, 180 Charities will receive a donation of £500 and the remaining 30 Charities £2,000 (the “Grant”), depending on Social Media Support defined as tweets on Twitter and posts on neighbourly.com see (section C below) between 12.01 am on 29 November and 11.59 pm 20 December 2017 inclusive.
- b) The level of Grant which each Charity receives will be decided on the basis of Social Media Support conducted via Twitter and Neighbourly’s Social Media site, as measured and recorded by Neighbourly’s software and verified by Starbucks and neighbourly.com
- c) Social Media Support will be measured by:
 - i. total Neighbourly Activity score as calculated between 12.01 am on 29 November and 11.59 pm 20 December 2017 inclusive and displayed on the Charity Page tile within the Neighbourly “Starbucks Cheer for Good” Campaign Page environment
 - ii. total number of social shares of the Charity page from Neighbourly
 - iii. total number of tweets for each of the Charity names mentioned using the charity handle and #CheerForGood on Twitter
 - iv. total number of followers for each Charity page participating on Neighbourly
 - v. combined to make a Total Score.
- d) The closing date for eligible Social Media Support will be 11.59 pm 20th December 2017. After this date, no further Social Media Support (including shares, follows, mentions and other “Activity”, as described above) will be counted.
- e) No responsibility can be accepted for Social Media Support not received or transmitted for whatever reason. Tweets which do not include the designated hashtag will not be counted as Social Media Support.
- f) Starbucks reserves the right to exclude shares, follows and mentions which are, or which appear to:
 - i. be made through automated duplication methods from each Charity’s total score;
 - ii. be automatically generated by computer;
 - iii. be illegible, have been altered, reconstructed, forged or tampered with;
 - iv. contain material that infringes another’s rights, including but not limited to, privacy, publicity or intellectual property rights;
 - v. disparage Starbucks;

- vi. allude to or in any way mention or reference the name, logo or trademark of any entity, individual, product or brand other than those of Starbucks and its brands;
 - vii. include personally identifiable information;
 - viii. contain material that is inappropriate, indecent, lewd, pornographic, obscene, hateful, tortuous, defamatory, slanderous or libelous (as determined by Sponsor at Sponsor's sole discretion);
 - ix. contain material that is unlawful, in violation of or contrary to the laws or regulations in any jurisdiction where Submission is created.
- g) Starbucks reserves the right to cancel or amend the Grant and these terms and conditions in the event that circumstances outside of Starbucks control lead Starbucks to reasonably deem it necessary to do so. Charities and supporters will be notified of any changes as soon as is reasonably possible by Starbucks posting on the Starbucks pages of the Neighbourly site. Starbucks is not responsible for inaccurate details supplied to any Charity or supporter by any third party connected with this Grant.
 - h) Starbucks decision and verification in respect of all matters to do with the Grant will be final and no correspondence will be entered into.
 - i) The Project and these terms and conditions will be governed by English law and any disputes will be subject to the exclusive jurisdiction of the courts of England and Wales.
 - j) The level of Social Media Support and the allocation of Grants will be available 28 days after the closing date by visiting the Starbucks page of the Neighbourly site.
 - k) The Charity shall ensure that all descriptions of their Neighbourly page are sufficiently detailed, up-to-date, complete and accurate. Starbucks shall not be responsible for any information provided by the Charity.
 - l) The Charity warrants that:
 - i. it is not aware of anything in its own affairs which it has not disclosed to the Starbucks or agent which might reasonably have influenced the decision of Starbucks in making the Grant available to them;
 - ii. it is not aware of anything in its own affairs which it has not disclosed to Starbucks or agent which is likely to cause Starbucks harm or bring Starbucks into disrepute.
 - m) Charities agree to the use of their name, their Charity name and image in publicity material. Any personal data relating to the winners or any other entrants will be used solely in accordance with current data protection legislation and will not be disclosed to a third party without the entrant's prior consent.
 - n) All other Neighbourly terms and conditions apply: www.neighbourly.com/termsfuse
 - o) Insofar as is permitted by law, Starbucks or its agent will not in any circumstances be responsible or liable to compensate the Charity or accept any liability for any loss, damage, personal injury or death occurring as a result of entering this Agreement and/or taking up the Grant, except where it is caused by the negligence of Starbucks or its agent.
 - p) Starbucks reserves the right to disqualify, old void, suspend, cancel, or amend the Grant where it becomes necessary to do so, and shall not be liable to any Charity for any damages or other relief in such circumstances.

6. Objective

To build awareness, raise spirits and support locally nominated Causes at this important time of year.

7. Campaign Dates

29th November 2016 – 20th December 2017

8. Term

This Agreement shall go into effect as of the Effective Date above and shall expire on the 1st January 2019.

9. Donation

£500 or £2000 – see terms and conditions above.

