

## **Definitions**

### **The Promoter**

Trajectory Limited on behalf of Newton Investment Management Limited (Newton)

### **The Survey**

2023 Newton Charity Investment Survey. The survey aims to provide a rich data resource on the investment arrangements of the UK's leading charities, which will be of real value to the whole sector. The first 100 survey participants will be entitled to receive a pair of tickets to an exhibition of their choice (prior to 31 January 2024) at the Royal Academy of Arts. All survey participants will also be entered into a draw for the opportunity to win a £250 donation to a charity of their choice. Four winners will be selected at random.

## **This competition is open to UK residents only.**

### **1.**

- 1.1. No purchase or payment is necessary to enter or to win.
- 1.2 This promotion consists of one competition governed by the General Terms and Conditions, specified in Section 2.
- 1.3. The competition is:
  - i. the Promoter invites survey respondents to complete the Survey
  - ii. to enter, entrants must be deemed to have completed the Survey
  - iii. the first 100 participants completing the survey will be entitled to receive a pair of tickets to an exhibition of their choice (before 31 January 2024) at the Royal Academy of Arts
  - iv. when the survey closes, four of the survey participants will be selected in a random ballot to receive a donation of £250 to the charity of their choice.
- 1.4. The prizes for the two elements of the competition are a pair of tickets to an exhibition of the recipient's choice (before 31 January 2024) at the Royal Academy of Arts and a £250 donation to a charity of each winner's choice.
- 1.5. This competition is open to UK residents only.
- 1.6 Being selected as a winner by the Promoter for one competition will not prevent the entrant from being selected as a winner for any future competition.

### **2. General terms and conditions**

- 2.1. By entering the competition you have agreed to:

- i. the General Terms and Conditions, and
  - ii. any specific terms and conditions applicable to the competition.
- 2.2. In these General Terms and Conditions, "we", "us", or "our" refers to Trajectory Limited on behalf of Newton Investment Management Limited (the "Promoter").
- 2.3. The competition is open to all persons who are aged 18 or over and who are resident in the United Kingdom.
- 2.4. Every competition entrant must have completed the survey, as set out in Section 1.3. We accept no responsibility for any entries that are incomplete.
- 2.5. Winners will be selected by the Promoter in accordance with Section 1.3. The Promoter's decision shall be final. In the event that there are no entries that meet all of the criteria for the competition, the Promoter retains the right to decline to choose a winner for the competition.
- 2.6. The prizes are non-exchangeable, non-transferable and not redeemable for cash or any other prize. We reserve the right to substitute the prize with an alternative prize of similar value in the event that the original prize offered is not available. Four prizes will be sent posted by Royal Mail to the addresses provided by the four winners. We accept no responsibility for any other costs associated with the prize.

## **Data privacy**

- 3. Use of personal information: The email address provided by survey respondents gives Newton permission to contact you with further communications about the competition. Any personal information you provide will be managed in accordance with data protection legislation. By entering the competition, you hereby consent to our collection, retention and use of your personal data for these purposes.

## **Miscellaneous provisions**

- 4. We will notify the potential winners of the competition of their potential win by email once the survey has closed and the prize draw has taken place. The potential winners must respond, provide any proof of identity reasonably requested by us, and provide proof that they satisfy these Terms and Conditions, if we require. If you are notified by the Promoter as a winner, you must provide all valid, complete and accurate contact details to the Promoter within 48 hours in order to claim your prize. If the prize is unclaimed after this time, the required proof is not provided, contact details are invalid or incomplete or inaccurate, the prize is rejected by the winner or the selected entry is invalid or in breach of these Terms and Conditions, the prize will be forfeited by that entrant and we reserve the right to offer the unclaimed prize to a substitute winner selected in accordance with these Terms and Conditions. Potential winning entrants have not won a prize until it is confirmed as having been awarded by the Promoter.
- 5. We reserve the right to withdraw, amend or suspend the competition at any time and without notice if we deem it necessary to do so, in particular, if for any reason the competition is not capable of proceeding as planned owing to computer virus infection, unauthorised intervention, tampering, fraud, technical failure or any other cause beyond our control. In addition, we reserve the right, at our sole discretion, to disqualify any individual who has tampered with the entry or competition process.

6. We may disqualify your competition entry if it does not comply fully with these Terms and Conditions or if you cannot be contacted within 48 hours of selection of the winning entry. In the event of disqualification, we may select a new winner in accordance with the selection processes outlined in these Terms and Conditions.
7. In all matters relating to the competition, the Promoter's decisions shall be final and we will not respond to queries or enter into correspondence.
8. We accept no responsibility for any damage, loss, liabilities, injury or disappointment incurred or suffered by you as a result of entering any competition or accepting a prize. We further disclaim liability for any injury or damage to your or any other person's computer relating to or resulting from participation in or downloading any materials in connection with the competition. We are not responsible for any typographical errors in the announcement of prizes or in these Terms and Conditions, or for any inaccurate or incorrect data contained on the websites or apps associated with the competition. Nothing in these Terms and Conditions shall exclude our liability under law for fraud or fraudulent misrepresentation, or for death or personal injury resulting from our negligence.
9. We shall not be liable for any failure to comply with our obligations relating to the competition where the failure is caused by something outside our reasonable control. Such circumstances shall include, but not be limited to, weather conditions, fire, flood, hurricane, strike, industrial dispute, war, hostilities, political unrest, riots, civil commotion, inevitable accidents, supervening legislation or any other circumstances amounting to force majeure.
10. If any court or competent authority finds that any provision of these Terms and Conditions (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 these Terms and Conditions shall not be affected.
11. The competition and these Terms and Conditions are governed by English law and entrants to the competition submit to the exclusive jurisdiction of the English courts.
12. The Promoter of the competition is: Trajectory Limited, New Derwent House, 69-73 Theobalds Road, London WC1X 8TA on behalf of Newton Investment Management Limited, The Bank of New York Mellon Centre, 160 Queen Victoria Street, London, EC4V 4LA.

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