

Terms and Conditions to Apply for 50 for WM 50: An overview

When you tick the box to confirm your agreement with the Terms and Conditions, you are saying that you agree to follow these rules:

To submit a nomination for 50forWM50, you must complete the online Application form outlining the impact and inspiration of the Volunteer through their volunteering action.

Applications will close at 23:59 GMT on 17 April 2024.

For your application to be considered, the Volunteer must:

- Be nominated by another individual
- be able to communicate in English or BSL confidently, using an interpreter if necessary;
- reside and volunteer in one of these local authority administrative areas: Birmingham, Coventry, Dudley, Sandwell, Solihull, Walsall, Wolverhampton within the boundary of the West Midlands Combined Authority;

If the Volunteer is under 18 years of age, you must get consent from a parent/guardian and provide us with their contact details.

The Volunteer will be contacted to notify them that they have been nominated as part of the 50forWM50 project and they must provide consent before their nomination can be brought to the selection committee for shortlisting.

Shortlisted applicants will be notified by 17th May 2024 and invited to the celebration event.

If the nominated individual is successful, we may still withdraw you from the project at a later date if you are unable to fulfill obligations listed in the full terms & conditions, or due to behaviours which Lieutenancy Services (West Midlands) Limited and or United By 2022 feel have brought the project into disrepute.

Any details submitted as part of the 50forWM50 nomination can be shared with and used by United By 2022 Legacy Charity, Lieutenancy Services (West Midlands) Limited and any other party involved with 50forWM50 without requiring any further permission from you.

Terms and Conditions for 50 for WM 50

Please read these terms and conditions carefully. These terms and conditions govern your submission to be considered in the selection process to become a recognised volunteers as part of the 50forWM50 project with United By 2022 Legacy Charity (“**United By 2022**”) and Lieutenancy Services (West Midlands) Limited (“**West Midlands Lieutenancy**”). This project aims to celebrate the huge role volunteers have played in the life of the region, the impact they have made, and the inspiration they bring.

The promoters of the project are United By 2022 and West Midlands Lieutenancy. If you have any queries about the project or these terms and conditions, then please contact wm50@unitedby2022.com

Overview

1. To make a nomination an individual (“**Applicant (s)**”) must submit the relevant online application form (the “**Application Form**”) outlining the impact and inspiration of the nominated individual (“**Nominee(s)**”) through their volunteering acts (collectively “**Content**”). If the Nominee is under 18 years of age on the date of submission of the Application Form, the Applicant must also submit the details of someone with parental responsibility for the Nominee and provide their contact details.
2. Applicants shall indicate their acceptance of these terms and conditions by checking the relevant box on the Application Form and shall be deemed to have accepted and be bound by these terms and conditions upon submission of their Application Form.
3. Nominees shall be contacted to accept their nomination and acceptance of these terms and conditions by completing a Nomination Acceptation form and shall be deemed to have accepted and be bound by these terms and conditions. If the Nominee does not accept these Terms and Conditions, the application shall be withdrawn without further notice.
4. United By 2022 and West Midlands Lieutenancy shall be entitled to delay, postpone or cancel the nomination process set out in these terms and conditions at any time, for any reason and without notice. United By 2022 and West Midlands Lieutenancy shall not be liable for any loss, delay or costs which arise as a result of any delay, postponement or cancellation.

Application Process

5. The application period opens on 6 March 2024 and will close at 23:59 GMT on 17th April 2024 (the “**Closing Date**”). Applications received after this time will not be considered.
6. Each Applicant must:
 - (a) submit one (1) individual Nominee per Application Form, but shall be permitted to submit more than one Application form provided each form is for a different Nominee;
 - (b) be able to communicate in English or BSL confidently, using an interpreter if necessary;
 - (c) not nominate themselves
7. Each Applicant confirms that all information included in their Application Form and that they otherwise provide as part of the Application Form is true, accurate, current, complete and not misleading and that they have the right to provide United By 2022 and West Midlands Lieutenancy with that information.
8. United By 2022 and West Midlands Lieutenancy reserve the right to verify the eligibility of anyone submitting an entry. United By 2022 and West Midlands Lieutenancy may require an Applicant to provide proof in relation to any element of their Application Form (including proof of age/identity) and

each Applicant shall promptly comply with any such request. Failure to promptly comply with any such request may result in an Applicant's Application Form not being considered.

United By 2022 and West Midlands Lieutenancy accept no responsibility for Application Forms that are not successfully submitted, regardless of cause, including (without limitation) being due to a technical fault, technical malfunction, computer hardware or software failure, satellite, network or server failure, of any kind or any other reason.

Selection Process

9. West Midlands Lieutenancy shall review the Application Forms and accompanying Content and shall then invite shortlisted Nominees to attend the Celebration Event at a location and date to be confirmed.
10. Nominees will be contacted by United By 2022 and/or West Midlands Lieutenancy if they have been shortlisted to take further part in the process. If shortlisted, the Nominee shall become a "Shortlisted Nominee". All Shortlisted Nominees shall be invited to attend a celebration event (details subject to confirmation) ("the Celebration Event").
11. United By 2022 and West Midlands Lieutenancy reserve the right not to shortlist Nominees and have no obligation to give reasons for rejecting any application. Any decision of United By 2022 and West Midlands Lieutenancy as to eligibility will be final and no correspondence will be entered into. After being selected, United By 2022 and West Midlands Lieutenancy reserve the right to withdraw applications for any nominee due to any of the following factors;
 - a) Behaviours on the part of the Applicant which, in the sole opinion of United By 2022 and/or West Midlands Lieutenancy, bring the project, programme, or reputation of United By 2022 or West Midlands Lieutenancy or the 50forWM50 project into disrepute;
 - b) A presentation of a health and safety, safeguarding, or welfare risk to the Nominee or to United By 2022 and/or West Midlands Lieutenancy staff, suppliers, guests and contractors.
12. United By 2022 and West Midlands Lieutenancy shall not be responsible for reimbursing any costs (including, without limitation, travel, accommodation and/or subsistence costs) in connection with the Celebration Event. Subject to the foregoing, United By 2022 and West Midlands Lieutenancy may (in their sole discretion) elect to make a contribution to Nominee's travel costs to attend the Celebration Event where reasonably required. At its discretion, United By 2022 and/or West Midlands Lieutenancy may also make a contribution towards any additional expenses incurred by an Nominee to attend the Celebration Event which arise out of a disability or accessibility need.
13. United By 2022 and West Midlands Lieutenancy shall not be obliged to provide feedback to or otherwise enter into correspondence with Applicants or Nominees
14. Following the application period, or at any other time, United By 2022 and West Midlands Lieutenancy may make an offer to a Nominee to become a Shortlisted Nominee. United By 2022 and West Midlands Lieutenancy reserve the right to make an offer to as many or as few Nominees as it may determine. The decision of United By 2022 and West Midlands Lieutenancy regarding any aspect of the application process is final and binding.
15. Shortlisted Nominees will be notified by 20th May 2024 using the contact details provided in the application form.
16. United By 2022 and West Midlands Lieutenancy reserve the right to ask an applicant to make modifications to the submission as a condition of being accepted as an Shortlisted Nominee.

17. If United By 2022 and Lieutenancy Services elects to make an offer to an application to become an Shortlisted Nominee, that offer shall be subject to the Nominee successfully completing the 50forWM50 Nomination Acceptance Form. Applicants under the age of 18 will also be required to provide written confirmation of their legal guardian to these terms and conditions or to provide written agreement to confirm their compliance with these terms and conditions.

Limitation of Liability

18. Other than in respect of those liabilities that cannot be excluded or limited under applicable law and to the extent permitted by applicable law: (a) United By 2022 and West Midlands Lieutenancy, (or any of their affiliates, agents, employees, officers, directors or representatives) will not be liable for any indirect or consequential loss or damage arising out of any aspect of the selection for the Celebration Event, the selection of Shortlisted Nominees, the application process more generally or participation in the 50forWM50 project; and (b) Notwithstanding the above, the aggregate liability of United By 2022 and West Midlands Lieutenancy, their affiliates, agents, employees, officers, directors or representatives to each Applicant in respect of any aspect of the selection for Celebration Event, the selection of nominees or the application process more generally, shall be limited to £1.
19. United By 2022 and/or West Midlands Lieutenancy reserves the right to amend these terms and conditions at any time without notice and no liability shall attach to United By 2022 and/or West Midlands Lieutenancy as a result thereof.
20. To the extent permitted by applicable law, each Nominee and Applicant (or the person with parent responsibility for the Nominee if under the age of 18) shall fully indemnify and keep United by 2022 and West Midlands Lieutenancy fully indemnified from and against all liabilities, claims, actions, proceedings, loss, damage, costs or expenses suffered by any of them arising out of or in connection with a claim from a third party relating to United By 2022 and/or West Midlands Lieutenancy use of any Content.

Intellectual Property

21. By submitting Content, the Applicant and/or Nominee hereby warrants that it is the sole owner of the copyright and all other intellectual property rights in that Content and agrees to grant to United By 2022 and West Midlands Lieutenancy a non-exclusive, worldwide, royalty-free, irrevocable, transferable, sub-licensable licence to host, use, distribute, modify, run, copy, publicly perform or display, translate and create derivative works from that Content. The Applicant and/or Nominee also consents to the infringement of any moral rights that they have in the Content.
22. United By 2022 and/or West Midlands Lieutenancy might ask the Applicant and/or Nominees to execute documents or take other steps as necessary to give effect to paragraph 22 and the Applicant confirms that they will take any such steps on request by United by 2022 and/or West Midlands Lieutenancy

General

23. Any personal information provided or submitted by the Applicant and/or Nominee as part of the application process, or United By 2022's and/or West Midlands Lieutenancy's review in connection with the application process, will be used, shared and retained in accordance with United By 2022's Privacy Notice which can be found at <https://www.unitedby2022.com/wp-content/uploads/2023/06/UB2022-Privacy-Notice-May-2023.pdf>.
24. The Applicant shall ensure that any personal information that the Applicant has provided to United By 2022 and West Midlands Lieutenancy is kept up to date and that the Applicant monitors any correspondence provided to the Applicant by United By 2022 and West Midlands Lieutenancy in relation to their application to participate.

25. The Nominee shall ensure that any personal information that the Nominee has provided to United By 2022 and West Midlands Lieutenancy is kept up to date and that the Nominee monitors any correspondence provided to the Nominee by United By 2022 and West Midlands Lieutenancy in relation to their application to participate.
26. If any of these terms and conditions are determined to be illegal, invalid or otherwise unenforceable then Applicants agree that the remaining terms shall continue in full force and effect.
27. United By 2022 and West Midlands Lieutenancy reserves the right to reject the relevant Application Form or refuse to offer or withdraw an opportunity to attend the Celebration Event or to anyone in breach of these terms and conditions or to anyone, who in United By 2022's sole opinion, has otherwise acted improperly or dishonestly.
28. These terms and conditions will be governed by and construed in accordance with the laws of England and Wales and the parties agree to submit to the exclusive jurisdiction of the Courts of England and Wales.